

6-6-2011

## Snider v. Arnold Clerk's Record v. 1 Dckt. 38572

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SUPREME COURT NO. 38572-2011 Vol. 1 of 4

LAW CLERK

IN THE  
**SUPREME COURT**  
OF THE  
**STATE OF IDAHO**

COPY

STEVEN J. SNIDER, ETAL

PLAINTIFF and

RESPONDENT

VS.

RONALD D. ARNOLD, ETAL

DEFENDANT and

APPELLANT

*Appealed from the District Court of the Fourth Judicial District of the  
State of Idaho, in and for Valley County.*

*Honorable Michael R. McLaughlin, District Judge, Presiding*  
*Christopher T. Troupis*

*Attorney for Appellant*

*Michael G. Pierce*

*Attorney for Respondent*

Filed this \_\_\_\_\_ day of \_\_\_\_\_

FILED - COPY

,20

JUN - 6 2011

Clerk

By: \_\_\_\_\_

Deputy

38572

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

STEVEN J. SNIDER and MARY )  
A. SNIDER, husband and wife, )

Plaintiff/Respondent. )

-vs- )

RONALD D. ARNOLD and )  
DOROTHY A. ARNOLD, husband )  
And wife, )

Defendant/Appellant. )  
\_\_\_\_\_ )

SUPREME COURT NO. 38752-2011

District Court No. CV-2009-549\*C

**CLERK'S RECORD ON APPEAL**

Appeal from the District Court of the Fourth Judicial District of the  
State of Idaho, in and for the County of Valley.

Honorable Michael R. McLaughlin, District Judge  
Presiding

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Attorney at Law  
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ATTORNEY FOR APPELLATE

ATTORNEY FOR RESPONDENT



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ARCHIE N. BANBURY, CLERK  
BY J. Thompson DEPUTY  
NOV 27 2009

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed \_\_\_\_\_ A.M. 3:30 P.M.

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY**

STEVEN J. SNIDER and MARY A.  
SNIDER, husband and wife,

Plaintiffs,

vs.

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, husband and wife,

Defendants.

) Case No. CV-2009-549C

) COMPLAINT

) Fee Category: A-1

) Fee: \$ 88.00

**COME NOW** the Plaintiffs in the above-entitled action, and for a cause of action against the Defendants complain and allege as follows:

**GENERAL ALLEGATIONS**

1. Plaintiffs are individuals residing in Ada County, Idaho.
2. Defendants are individuals who are residents of Ada County, Idaho.
3. The subject of this dispute is a certain cabin, together with a storage shed, outhouse, septic system, stone walkway, rock retaining wall, driveway, furnishings and other improvements situated on .50 acres of land owned by the United States Department of Agriculture, Forest Service, described as Lot 2 of the Paradise Valley Tract, Valley County, Idaho.



4. The above-described personal property is currently the subject of a Term Special Use Permit for Recreational Residences issued in the name of defendants Ronald and Dorothy Arnold, expiring December 31, 2028.

5. The background and history of the above-described property is as follows:

- a. Plaintiff Mary A. ("Toni" Snider) and defendant Ronald D. Arnold, are sister and brother.
- b. Their father, Francis Doyle Arnold, originally obtained a Special Use Permit from the Forest Service on February 29, 1956, to occupy the subject parcel and construct a summer home thereon.
- c. He subsequently constructed the cabin which was used by the family until the death of Francis Doyle Arnold on October 24, 1982.
- d. At the time of his death, Francis Doyle Arnold was married to Bette Marie Arnold. According to the terms of his Last Will and Testament, all property owned at the time of his death was given to Bette Marie Arnold, if she survived him. In the event she did not survive, the Special Use Permit, cabin and appurtenances were to be given to his children, Ronald D. Arnold and Mary A. Snider, "share and share alike." Bette did survive and was awarded the property.
- e. In an effort to honor her husband's wishes, on January 6, 1983, Bette F. Arnold executed a "Request for Termination of and Application for Special Use Permit" stating that all right, title and interest of her and Mr. Arnold had been conveyed, and requesting that the Special Use Permit be transferred into the names of "Ronald D. or Dorothy A. Arnold and Steven J. or Mary A. Snider". The contact person for correspondence was to be Ronald D. Arnold.
- f. In response, on February 7, 1983, the District Ranger sent a letter to Ronald Arnold indicating that a new Forest Service policy had been instituted, as follows:

“A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife.”

g. By agreement of the parties, it was decided that the permit would be placed in the names of Ronald D. Arnold and Dorothy A. Arnold, with the understanding that it was being held for the mutual benefit of all parties, including Steven J. and Mary A. Snider.

h. Since signing over the Special Use Permit in 1983, Bette F. Arnold has not been involved in the use of the property and has not contributed anything to the expenses of the lease, maintenance, improvements or up keep. Nevertheless, in 2005, because the Forest Service records did not reveal any documents transferring ownership of the cabin and other personal property, at the urging of the plaintiffs, defendant Ronald D. Arnold obtained a statement from Bette F. Arnold purporting to relinquish ownership of all structures and buildings on the property to defendant Ronald D. Arnold, to match the style in which the Special Use Permit has been held, but specifically reaffirming that the cabin and property is to be shared with plaintiffs.

i. Since 1983 the course of conduct between the parties has been consistent with that of common ownership of the Special Use Permit and the personal property. The two families have shared the use and have shared the expenses, including but not limited to lease payments to the Forest Service, personal property taxes to Valley County, Idaho, utilities, membership dues to the homeowners association, and maintenance expenses.

j. In addition, the parties have shared the labor and expense of improvements to the property, including but not limited to construction of a new porch with a bedroom above, construction of a wood shed, installation of new roofing, installation of a new water system, installation of electricity, installation of new appliances, chimney repair, and purchase of certain new furnishings and equipment. In addition, each party has made certain improvements on their own.

k. Defendants Ronald D. Arnold and Dorothy A. Arnold have recently taken the position that the Special Use Permit and all the personal property belong exclusively to them, and that plaintiffs merely have the right to continue to share the use of the premises during their lifetimes, but have no ownership interest therein.

6. Plaintiffs seek declaratory relief from this Court pursuant to Idaho Code 10-1201 et seq., and Rule 57, IRCP, as follows:

a. Declaring that plaintiffs are entitled to a full one-half undivided interest in the Special Use Permit, the cabin and the other improvements and personal property situated on the subject premises with defendants Ronald D. Arnold and Dorothy A. Arnold.

In furtherance of this request, Plaintiffs allege they have a right to a one-half interest because:

(i) A resulting trust has been created whereby the Special Use Permit and the improvements on the property have been and are held by defendants for the mutual benefit of plaintiffs and defendants.

(ii) In reliance upon the written and oral assertions of defendants Ronald D. Arnold, Dorothy A. Arnold, and of Bette F. Arnold, plaintiffs have expended thousands of dollars in the past 26 years for their share of the lease payments, taxes, maintenance and improvements to the property. The doctrine of quasi-estoppel should operate to prevent the defendants from now changing their prior position and attempting to exclude plaintiffs from equal ownership of the Special Use Permit and the improvements and personal property on the premises.

(iii) The defendants would be unjustly enriched by keeping the benefit of the effort and funds expended by plaintiffs on the property without acknowledging their equal ownership interest.

(iv) An implied contract existed whereby the parties jointly contributed to the cost of improvement, maintenance, lease payments, taxes and other expenses of the property in exchange for equal ownership of the property. Defendants have breached the agreement by refusing to grant plaintiffs an equal ownership.

b. Upon a finding that plaintiffs are entitled to a one-half interest in the property, the Court should order that the parties create some type of entity suitable to the parties to hold title for the mutual benefit of the parties and their heirs.

c. In the event the parties are unable to agree on the formation of a suitable entity, the Court should order that the Special Use Permit and property be sold at auction, and the proceeds be equally divided between plaintiffs and defendants.

7. Plaintiffs have been required to consult with the undersigned attorney to assist with this matter and have incurred fees and costs as a result. Defendants should be required to reimburse said fees and costs pursuant to Idaho Code 12-120 and 12-121.

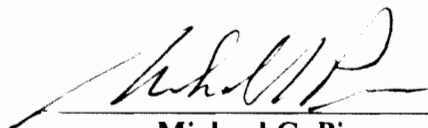
**WHEREFORE**, Plaintiffs pray for judgment against the Defendants as follows:

1. For entry of a judgment declaring the rights and duties of the parties as set forth in paragraph 6, above.

2. For reimbursement of plaintiffs' attorney fees and costs pursuant to Idaho Code 12-120 and 12-121.

3. For such other relief as the court deems just and equitable in the premises.

**DATED** this 27 day of November, 2009



**Michael G. Pierce**  
Attorney for Plaintiffs

VERIFICATION

STATE OF IDAHO )

:Ss

County of Ada )

Mary A. Snider, being first duly sworn, on oath, deposes and says:

That she is one of the plaintiffs in the above-entitled cause; that she has read the foregoing Complaint, knows the contents thereof, and that she believes the facts stated therein to be true.

*Mary A. Snider*

Mary A. Snider  
Plaintiff

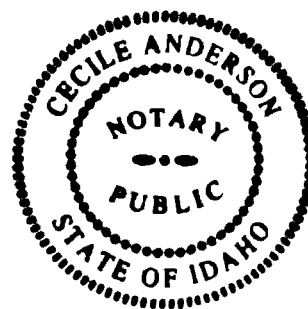
SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of November,  
2009.

*Cecile Anderson*

Notary Public for Idaho

Residing at Kuna

Commission Expires: 7-25-12



CONMAG, TERMED

**U.S. District Court  
District of Idaho (LIVE Database) Version 4.0.3 (Boise - Southern)  
CIVIL DOCKET FOR CASE #: 1:09-cv-00684-CWD  
Internal Use Only**

Snider et al v. Arnold et al  
Assigned to: Judge Candy W Dale  
Demand: \$0  
Cause: 28:2201 Declaratory Judgment

Date Filed: 12/30/2009  
Date Terminated: 05/19/2010  
Jury Demand: None  
Nature of Suit: 290 Real Property: Other  
Jurisdiction: Federal Question

**Plaintiff**

**Steven J Snider**

represented by **Michael Gene Pierce**  
PO Box 1019  
Cascade, ID 83611  
208 382-3929  
Fax: (208) 382-3929  
Email: michael@michaelpiercelaw.com

*ATTORNEY TO BE NOTICED*

**Plaintiff**

**Mary A Snider**

represented by **Michael Gene Pierce**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**Ronald D Arnold**

represented by **Christ T Troupis**  
TROUPIS LAW OFFICE PA  
POB 2408  
Eagle, ID 83616  
(208) 938-5584  
Email: ctroupis@troupislaw.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Dorothy A Arnold**

represented by **Christ T Troupis**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Counter Claimant**

**Dorothy A Arnold**

represented by **Christ T Troupis**

(See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Counter Claimant**

**Ronald D Arnold**

represented by **Christ T Troupis**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

V.

**Counter Defendant**

**Mary A Snider**

represented by **Michael Gene Pierce**  
 (See above for address)  
**ATTORNEY TO BE NOTICED**

**Counter Defendant**

**Steven J Snider**

represented by **Michael Gene Pierce**  
 (See above for address)  
**ATTORNEY TO BE NOTICED**

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
12/30/2009	1	NOTICE OF REMOVAL by Dorothy A Arnold, Ronald D Arnold from Fourth Judicial District, case number CV 2009-549C.(Filing fee \$350 receipt number0976-553555.), filed by Dorothy A Arnold, Ronald D Arnold. (Attachments: # 1 Cover Sheet, # 2 State Court Complaint, # 3 State Court Service Documents, # 4 Acceptance of Service, # 5 State Court Register of Actions)(Troupis, Christ)
12/30/2009	2	ANSWER to Complaint, First COUNTERCLAIM against Mary A Snider, Steven J Snider by Dorothy A Arnold, Ronald D Arnold.(Troupis, Christ)
01/04/2010		RETURN OF SERVICE/PROCESS ASSUMED EXECUTED - Dorothy A Arnold served on 12/30/2009; Ronald D Arnold served on 12/30/2009. (no service document on file, service assumed for internal reporting purpose only) (dks)
01/04/2010	3	NOTICE of Assignment to Magistrate Judge and Requirement for Consent sent to counsel for Dorothy A Arnold, Ronald D Arnold, Mary A Snider, Steven J Snider re 2 Answer to Complaint, Counterclaim Consent/Objection to Magistrate due by 3/8/2010. (dks)
01/19/2010	4	Answer to Counterclaim ANSWER to 2 Answer to Complaint, Counterclaim by Mary A Snider, Steven J Snider.(Pierce, Michael)
01/26/2010	5	CONSENT filed. (dks)
01/26/2010	6	MOTION to Remand Michael Gene Pierce appearing for Plaintiffs Mary A Snider, Steven J Snider, Counter Defendants Mary A Snider, Steven J

		Snider. Responses due by 2/19/2010 (Attachments: # 1 Memorandum in Support)(Pierce, Michael)
02/15/2010	7	MEMORANDUM in Opposition re 6 MOTION to Remand filed by Dorothy A Arnold, Ronald D Arnold. Replies due by 3/4/2010.(Troupis, Christ)
02/26/2010		(Court only) ***Staff notes: Sent 45 day reminder Re: Consent to counsel (dks)
02/26/2010		(Court only) ***Deadline 45 day consent reminder terminated. (dks)
03/01/2010	8	ALL PARTIES HAVE CONSENTED TO PROCEED BEFORE A US MAGISTRATE JUDGE(dks)
03/04/2010	9	REPLY to Response to Motion re 6 MOTION to Remand <i>Plaintiff's Reply Memorandum</i> filed by Mary A Snider, Steven J Snider.(Pierce, Michael)
05/19/2010	10	MEMORANDUM DECISION AND ORDER granting 6 Motion to remand case to the District Court of the Fourth Judicial District of the State of Idaho, Valley County.. Signed by Judge Candy W Dale. (caused to be mailed to non Registered Participants at the addresses listed on the Notice of Electronic Filing (NEF) by dks)
05/19/2010		(Court only) ***Civil Case Terminated. (dks)



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ARCHIE N. BANBURY, CLERK  
BY [Signature] DEPUTY  
MAY 27 2010

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed \_\_\_\_\_ A.M. 4:02 P.M.

*Attorney for Defendants Ronald D. Arnold  
And Dorothy A. Arnold*

**DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY**

**STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,**

**Plaintiffs,**

**vs.**

**RONALD D. ARNOLD and  
DOROTHY A. ARNOLD, Husband  
and Wife,**

**Defendants.**

---

**RONALD D. ARNOLD and  
DOROTHY A. ARNOLD, Husband  
and Wife,**

**Counterclaimant,**

**vs.**

**STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,**

**Counterdefendants.**

---

**Case No. CV-2009-549C**

**ANSWER, AFFIRMATIVE  
DEFENSES AND  
COUNTERCLAIM**

COME NOW Defendants RONALD D. ARNOLD and DOROTHY A. ARNOLD,  
Husband and Wife, answering Plaintiff's Complaint as follows:

1. Defendants admit the allegations of Paragraph 1 of the Complaint.
2. Defendants admit the allegations of Paragraph 2 of the Complaint.
3. With respect to Paragraph 3 of Plaintiff's Complaint, Defendants admit that the subject matter of this action includes the ownership rights in the cabin and improvements located on .50 acres of land owned by the United States Department of Agriculture, U.S. Forest Service, described as Lot 2 of the Paradise Valley Tract, Valley County, Idaho, but also includes the rights of the parties under the Term Special Use Permit for Recreational Residences issued in the name of Ronald and Dorothy Arnold on January 8, 2009, expiring December 31, 2029. A true and accurate copy of that Permit is attached hereto, marked Exhibit A, and incorporated herein by this reference. The current Special Use Permit is a continuation of prior permits issued on this property to the Defendants. Ronald and Dorothy Arnold have been the sole owners of the Term Special Use Permit for this property continuously since February 15, 1983. Attached hereto, marked Exhibits B and C, respectively, are true and accurate copies of the Permits issued on February 15, 1983, and January 24, 1989.
4. Defendants admit the allegations of Paragraph 4 of the Complaint.
5. With respect to the allegations of Paragraph 5, Defendants allege the following:
  - a. Defendants admit the allegation of Paragraph 5.a.
  - b. Defendants admit the allegation of Paragraph 5.b.
  - c. Defendants admit the allegation of Paragraph 5.c.

- d. With respect to the allegations of Paragraph 5.d., Defendants admit that Bette Marie Arnold survived her husband, Francis Doyle Arnold, and by reason of her survivorship became the sole owner of the cabin and Term Special Use Permit referred to above.
- e. With respect to the allegations of Paragraph 5.e., Defendants admit that Bette Marie Arnold executed a document entitled "Request for Termination of and Application for Special Use Permit" stating that she had conveyed all of the right, title and interest in the cabin and Term Special Use Permit, but deny the remaining allegations. A true and accurate copy of the Request for Termination of and Application for Special Use Permit is attached hereto, marked Exhibit D, and incorporated herein by this reference.
- f. With respect to the allegations of Paragraph 5.f., Defendants admit that on February 7, 1983, the District Ranger sent a letter to Ronald D. Arnold stating the policy of the U.S. Forest Service that, "A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife." Defendants further allege that the same letter proposed that the parties execute 'some type of legal document which shows that more than one person has an interest in the cabin.' A true and accurate copy of that letter is attached hereto, Marked Exhibit E, and incorporated herein by this reference.
- g. Defendants deny the allegations of Paragraph 5.g., and affirmatively allege that Plaintiffs were provided a copy of the February 7, 1983 letter

referred to above at the time it was received by Defendants, and at no time prior to the institution of this lawsuit, proposed the creation of any legal document to memorialize their alleged interest in the cabin for the reason that there was no agreement between the parties creating such alleged interest.

- h. With respect to the allegations of Paragraph 5.h., Defendants admit that Bette Marie Arnold executed a document entitled "Concerning Cabin and Property at 103 Paradise Valley Rd, Lot 2, Warm Lake, Idaho" in which she stated, "I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property." Defendants deny the remaining allegations of Paragraph 5.h. A true and accurate copy of that letter is attached hereto, marked Exhibit F, and incorporated herein by this reference.
- i. Defendants deny the allegations of Paragraph 5.i.
- j. Defendants deny the allegations of Paragraph 5.j.
- k. Defendants deny the allegations of Paragraph 5.k., and affirmatively allege that at all times from February, 1983 to the present date, they have taken the position that they are the sole owners of the Special Use Permit, the cabin and all personal property situated on the premises. Defendants further Defendants affirmatively allege that the Plaintiffs do not have any ownership interest in the Special Use Permit, the cabin or other personal property situated thereon; that Defendants have given permission to

Plaintiffs to use the cabin, but Defendants deny that the Plaintiffs have any right to the shared use of the premises during their lifetimes.

6. With respect to the allegations of Paragraph 6, Defendants deny that Plaintiffs are entitled to declaratory relief pursuant to Idaho Code §10-1201 and IRCP Rule 57. Defendants affirmatively allege that the parties' rights to declaratory relief. Defendants further respond to Plaintiffs' allegations follows:

- a. Defendants deny that Plaintiffs are entitled to a declaration as set forth in Paragraph 6.a., and further deny the allegations in Paragraphs 6.a. (i), (ii), (iii), and (iv).
- b. Defendants deny that Plaintiffs are entitled to the declaratory relief described in Paragraph 6.b.
- c. Defendants deny that Plaintiffs are entitled to the declaratory relief described in Paragraph 6.c.

7. Defendants deny the allegations of Paragraph 7 of the Complaint. Defendants affirmatively allege that they have been required to retain the services of Christ T. Troupis of Troupis Law Office, P.A. to defend this action and have incurred fees and costs as a result. Plaintiffs should be required to reimburse said fees and costs pursuant to applicable law.

## **AFFIRMATIVE DEFENSES**

### **First Affirmative Defense**

Plaintiffs' claims are barred by the running of the applicable statutes of limitations, including but not limited to Idaho Code §5-204, §5-217, and §5-224.

### **Second Affirmative Defense**

Plaintiffs' claims are barred by the doctrine of laches.

### **Third Affirmative Defense**

Plaintiffs' claims should be dismissed for failure to join the United States Forest Service, which is an indispensable party to this action under Fed. R. Civ. Proc. 19.

### **Fourth Affirmative Defense**

Plaintiffs' claims are barred by the Statute of Frauds.

### **Fifth Affirmative Defense**

Plaintiffs' should be estopped from asserting these claims by reason of their affirmative actions in accepting the benefits of Defendants' grant of permissive use of the cabin since 1983.

### **Sixth Affirmative Defense**

Plaintiffs' have waived their claims by reason of their acquiescence in Defendants' grant of permissive use of the cabin since 1983, and by Plaintiffs' failure to assert their alleged claims upon receipt of notice from the U.S. Forest Service that a legal document would be necessary to preserve such claims.

### **Seventh Affirmative Defense**

Plaintiffs' claims are barred by the doctrine of pre-emption in that the establishment of all ownership rights in a Term Special Use Permit for Recreational Residences on these Federal Lands is exclusively within the jurisdiction of the U.S. Forest Service under the auspices of the Act of March 4, 1915, 16 U.S.C. 497, 36 CFR Part 251, Subpart B, as amended, Forest Service Manual (FSM) 1920, 1950, 2340, and

5410, Forest Service Handbook (FSH) 2709.11, Chapters 10-50, and FSH 5409.12, Chapter 60.

### **Eighth Affirmative Defense**

The U.S. Department of Agriculture Forest Service Term Special Use Permit for Recreational Residences is a federal license. It specifically excludes Third Party Beneficiary Rights in the permit, and the permit is nontransferable. The benefits and requirements conferred by the Permit are reviewable solely under the procedures set forth in 36 CFR Part 251, and 5 U.S.C. § 704. By reason of these facts, Plaintiffs alleged claims are superceded and barred by Federal Statute and Regulation.

### **RESERVATION OF ADDITIONAL AFFIRMATIVE DEFENSES**

The statement of affirmative defenses in this Answer is without prejudice to the Defendants' right to allege additional defenses to which they may be entitled. Defendants reserve the right to amend this Answer to allege additional affirmative defenses that are disclosed or developed during the pendency of this case through pretrial discovery.

### **COUNTERCLAIM**

As and for their Counterclaim against Plaintiffs/Counterdefendants Steven J. Snider and Mary A. Snider, Defendants/Counterclaimants Ronald D. Arnold and Dorothy A. Arnold allege as follows:

### **FIRST CLAIM DECLARATORY RELIEF**

1. Counterclaimants Ronald D. Arnold and Dorothy A. Arnold are the sole owners of the Term Special Use Permit attached hereto as Exhibit A, and are the sole owners of the cabin and other personal property situated on the premises covered by the Term Special Use Permit.

2. Counterdefendants Steven J. Snider and Mary A. Snider claim an ownership interest in and to the Term Special Use Permit and the cabin and other personal property situated on the premises covered by the Term Special Use Permit.
3. An actual controversy exists between the Counterclaimants and the Counterdefendants with respect to the ownership of the Term Special Use Permit and the cabin and other personal property situated on the premises covered by the Term Special Use Permit.
4. Counterclaimants seek a declaration from this Court that they are the sole owners of the Term Special Use Permit and the cabin and other property situated on the premises covered by the Term Special Use Permit.

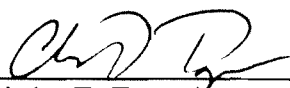
#### **PRAYER FOR RELIEF**

Wherefore, Defendants/Counterclaimants pray for judgment as follows:

1. For the Plaintiffs' Complaint to be dismissed with prejudice;
2. For entry of a judgment declaring the rights and duties of the parties as set out in Paragraph 7 of the Counterclaim.
3. For reimbursement of Defendants' attorneys fees and costs pursuant to applicable law;
4. For such other and further relief as the Court deems just and proper.

DATED this 27<sup>th</sup> day of May, 2010

TROUPIS LAW OFFICE, PA

  
\_\_\_\_\_  
Christ T. Troupis  
Attorney for Defendants/  
Counterclaimants



**VERIFICATION**

STATE OF IDAHO )

: ss.

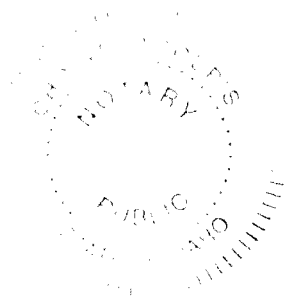
County of Ada )

Ronald D. Arnold, being first duly sworn, upon oath deposes and says:

That he is one of the Defendants/Counterclaimants in the above-entitled action and that he has read the foregoing Verified Answer, Affirmative Defenses and Counterclaim to Complaint, knows the contents thereof, and believes the same to be true.

Ronald D. Arnold  
Ronald D. Arnold

**SUBSCRIBED AND SWORN** to before me this 27<sup>th</sup> day of May, 2010.



Chris D. [Signature]  
Notary Public for the State of Idaho  
Residing at: Boise  
My Commission Expires: 12/08/2012

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 27<sup>th</sup> day of May, 2010, I served a copy of the foregoing document(s) by U.S. Mail, first class postage prepaid, addressed as follows:

Michael G. Pierce  
P.O. Box 1019  
Cascade, Idaho 83611

  
\_\_\_\_\_  
Christ T. Troupis

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

TERM SPECIAL USE PERMIT FOR RECREATION RESIDENCES  
AUTHORITY: Act of March 4, 1915, 16 U.S.C. 497.

Ronald & Dorothy Arnold, 12581 West Cedarwood Drive, Boise, ID 83709 (the holder) is authorized to occupy a recreation residence on National Forest System lands for personal, noncommercial recreational use on the Boise National Forest, subject to the terms and conditions of this permit and its appendices. This permit covers 0.50 acres, hereinafter referred to as "the permit area" and described as:

(1) Lot 2 of the Paradise Valley Tract, a plat of which is on file in the office of the Forest Supervisor;

OR

(2) as shown on the attached map.

The following improvements, whether on or off the lot, are authorized in addition to the recreation residence:

Storage Shed, Outhouse, Septic System, Patio, Stone Walkway, Rock Retaining Wall, and Driveway

TERMS AND CONDITIONS

I. GENERAL TERMS

A. **AUTHORITY.** This permit is issued pursuant to the Act of March 4, 1915, 16 U.S.C. 497, 36 CFR Part 251, Subpart B, as amended, Forest Service Manual (FSM) 1920, 1950, 2340, 2720, and 5410, Forest Service Handbook (FSH) 2709.11, Chapters 10-50, and FSH 5409.12, Chapter 60, and is subject to their provisions. Copies of these regulations and directives shall be provided by the authorized officer to the holder at no charge upon request.

B. **AUTHORIZED OFFICER.** The authorized officer for this permit is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. **AUTHORIZED USE.** This permit authorizes only noncommercial recreational use by the holder's immediate family and the holder's non-paying guests, other than incidental rental that has prior written approval from the authorized officer pursuant to clause VII.A.

D. **TERM.** This permit shall expire at midnight on 12/31/2028.

E. **CHANGE IN ADDRESS, OWNERSHIP OF THE RECREATION RESIDENCE, OR THE TRUSTEE.** The holder or the holder's executor or personal representative shall immediately notify the authorized officer of a change in the holder's permanent address or a change in the ownership of the recreation residence. If the permit is issued to a trust, the trustee shall immediately notify the authorized officer of a change in the trustee or revocation or termination of the trust.

F. **AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, the applicable land management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

G. **COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulations, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

H. **NON-EXCLUSIVE USE.** The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent

with the holder's rights and privileges under this permit, after consultation with all parties involved.

## II. IMPROVEMENTS

**A. LIMITATIONS ON USE.** This permit authorizes only occupancy of a recreation residence. Nothing in this permit gives or implies permission to build or maintain any structure or improvement or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer. Improvements requiring specific approval shall include but are not limited to signs, fences, name plates, mailboxes, newspaper boxes, boathouses, docks, pipelines, antennas, water and sewer facilities, and storage sheds.

**B. PLANS.** All plans and revisions to plans for development, layout, construction, reconstruction or alteration of improvements on the authorized lot must be prepared by a licensed engineer, architect, or landscape architect, in those states in which such licensing is required, or other qualified individual acceptable to the authorized officer. These plans and revisions to these plans must be approved by the authorized officer before commencement of any work.

## III. OPERATIONS

**A. OPERATING PLAN.** The holder shall prepare an operating plan in consultation with the authorized officer or the authorized officer's designated representative. The operating plan shall cover all activities authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's activities for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of authorized activities and shall be attached to this permit as an appendix. The operating plan shall, at a minimum, address requirements for the following:

1. Maintenance of vegetation, tree planting, and removal of dangerous trees and other unsafe conditions.
2. Maintenance of the authorized improvements.
3. Size, placement and description of authorized signs.
4. Removal of garbage.
5. Fire protection.
6. Identification of the person responsible for implementing the operating plan, if other than the holder, and a list of the name, address, and telephone numbers of persons to contact in the event of an emergency.

The operating plan shall be revised as necessary when changes to the authorized use are approved by the authorized officer.

**B. MINIMUM OCCUPANCY AND PROHIBITION ON FULL-TIME OCCUPANCY.** The permitted improvements shall be occupied at least 15 days each year, unless otherwise authorized in writing, but shall not be used as a full-time residence. Use of the permitted improvements as a principal place of residence is prohibited and shall be grounds for revocation of this permit.

**C. MAINTENANCE OF IMPROVEMENTS.** The holder shall maintain the authorized improvements and National Forest System lands to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer.

**D. INSPECTION OF THE PERMIT AREA.** The holder is responsible for inspecting the permit area, authorized rights-of-way, and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions that could affect the authorized improvements or pose a risk to public safety. After obtaining written approval from the authorized officer, the holder shall remove these hazards at the holder's expense.

**E. REMOVAL AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of timber or other vegetation. Trees, shrubs, grasses, and other plants may be removed or destroyed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, grasses, and other plants may be planted within the permit area with prior written approval of the authorized officer.

## IV. RIGHTS AND LIABILITIES

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. VALID OUTSTANDING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The signatories of this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. RISK OF LOSS.** The holder assumes all risk of loss to the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If authorized improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**E. SERVICES NOT PROVIDED.** This permit is for the occupancy of land for the purposes stated in this permit and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses IV.F and section V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local laws or regulations.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression or other costs in connection with rehabilitation or restoration of natural resources, associated with the holder's use and occupancy of the permit area. Compensation shall include but is not limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all associated administrative, legal (including attorney's fees), and other costs.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States that are open to public use to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish, or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with these activities, events, or conditions. The holder has sole responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

**H. INDEMNIFICATION.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's family, guests, invitees, heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may become applicable, including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

## **V. RESOURCE PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

**B. WATER POLLUTION.** No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

**C. ESTHETICS.** The holder shall protect the scenic esthetic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

**D. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.

**E. PESTICIDE USE.** Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, or fish without the prior written approval of the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**F. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave such discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**G. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION.** If the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on federal or tribal lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the forest archaeologist by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, except that a recovery plan adopted as a binding agreement between the Forest Service and the affected Indian tribes may provide for earlier resumption of the activity.

**H. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES.** The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 et seq., as amended, or as sensitive by the Regional Forester under FSM 2670, pursuant to consultation conducted under section 7 of the ESA, may be identified on the ground or

shown on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species are discovered, or if new species are listed as federally threatened or endangered under the ESA or as sensitive by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

#### **I. CLEANUP AND REMEDIATION**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the Forest Service authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous substance in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the permit area to the Forest Service free and clear of contamination.

#### **VI. BASE CABIN USER FEES AND DEBT COLLECTION**

**A. BASE CABIN USER FEE.** The base cabin user fee shall be equal to 5% of the appraised market value of the recreation residence lot. The base cabin user fee for the first year of this permit shall be \$678.67 and shall be due on January 20, 2009. For purposes of determining the base cabin user fee after the first year of this permit, the initial and any subsequent appraised value of the recreation residence lot shall be adjusted by the percentage of change in the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) from the second quarter of the previous year to the second quarter of the current year. An annual adjustment to the base cabin user fee shall be no more than 5% in any year. When the annual percentage of change in the IPD-GDP would result in an annual adjustment of more than 5%, apply the amount of the adjustment in excess of 5% to the annual fee payment for the next year in which the percentage of change in the IPD-GDP is less than 5%.

**B. NEW BASE CABIN USER FEE.** The authorized officer shall notify the holder in writing at least 1 year before implementing a new base cabin user fee based on a subsequent appraisal performed pursuant to clause VI.D. The holder shall be required to pay the full amount of the new base cabin user fee if it results in an increase of 100% or less from the amount of the most recent base cabin user fee assessed the holder. When the new base cabin user fee results in an increase of more than 100% from the amount of the most recent base cabin user fee assessed the holder, one-third of the increase will be added to the base cabin user fee for the next 3 years. Annual adjustments also shall be included in the base cabin user fee as appropriate pursuant to clause VI.A.

#### **C. BASE CABIN USER FEE IF A DECISION IS MADE NOT TO RENEW THE USE UPON EXPIRATION OF THE PERMIT**

1. If a new recreation residence permit will not be issued upon expiration of this permit, the base cabin user fee for the 10th year prior to the date of converting the use and occupancy to an alternative public purpose will become the base fee for the remaining life of the use. The fee for each year during the last 10 years of the authorization shall be one-tenth of the base fee multiplied by the number of years remaining prior to the date of conversion.

2. When review of a decision to convert the recreation residence lot to an alternative public use shows that changed conditions warrant continuation of the recreation residence use beyond the conversion date and a new permit with a term of more than 10 years is issued, the holder shall pay the Forest Service the total amount of fees foregone for the 10-year period prior to the conversion date. This amount may be paid in equal annual installments over a 10-year period. Any unpaid portion of this amount shall be charged to a purchaser of the authorized improvements.

3. When review of a decision to convert the recreation residence lot to an alternative public use shows that changed conditions warrant continuation of the recreation residence use beyond the conversion date and a new permit with a term of 10 years or less is issued, the fee for the new permit will be computed as if notice had not been given that a new permit would not be issued, reduced by 10 percent for each year the permit term is extended less than 10 years. For example, a new permit with a 6-year term results in a land use fee of 60 percent of the base cabin user fee.

4. If the authorized officer determines that the recreation residence lot cannot be safely occupied because of an act of God or other catastrophic event, the base cabin user fee obligation of the holder shall terminate as of the date the act or event occurred. A prorated portion of the annual base cabin user fee reflecting the remainder of the current billing period from the date the act or event occurred shall be refunded to the holder, provided that if the holder is authorized to occupy an in-lieu lot, the prorated amount shall be credited to the annual base cabin user fee for the permit for the in-lieu lot.

#### D. APPRAISALS

1. Appraisals to ascertain the market value of the recreation residence lot shall be conducted by the Forest Service at least every 10 years. The next appraisal shall be procured by the Forest Service in time to implement the base cabin user fee by January 1, 2011.

2. Appraisals shall be prepared consistent with FSM 5410 and FSH 5409.12, Chapter 60.

3. If dissatisfied with an appraisal report used by the Forest Service to determine the base cabin user fee, the holder must notify the authorized officer within 60 days of the holder's intent to obtain a second appraisal report. If a request for a second appraisal report is submitted, the holder has one year following receipt of the notice of the determination of a new base cabin user fee to obtain, at the holder's expense, a second appraisal report using the same typical lot and date of value as the original appraisal report and based on all other relevant factors. The appraiser selected by the holder shall have qualifications equivalent to the appraiser who conducted the original appraisal and must be approved in advance by the assigned Forest Service review appraiser. The second appraisal report shall meet the appraisal guidelines enumerated in FSH 5409.12, Chapter 60. The holder's appraiser shall notify the Forest Service review appraiser of any material differences of fact or opinion between the initial and second appraisal reports. If the holder chooses to have the second appraisal report reviewed by the Forest Service, the holder shall submit a request for review by a Forest Service appraiser within 60 days of receipt of the second appraisal report. Within 60 days of receipt of the request, the authorized officer shall:

- a. Review the initial and second appraisal reports and their corresponding review reports;
- b. Determine a new base cabin user fee in an amount that is equal to the base cabin user fee determined by the initial or second appraisal or within the range of values, if any, between the initial and second appraisals; and
- c. Notify the holder of the new base cabin user fee.

#### E. FEE PAYMENT ISSUES

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Base cabin user fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

##### 3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any base cabin user fee not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee is due.



(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

**F. NONPAYMENT.** Failure of the holder to make timely payments, pay interest charges, or any other charges when due shall be grounds for revocation of this permit.

**G. ADMINISTRATIVE OFFSET AND CREDIT REPORTING.** Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

1. Administrative offset of payments due the holder from the Forest Service.
2. If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
3. Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
4. Disclosure to consumer or commercial credit reporting agencies.

## **VII. RENTAL, NON-TRANSFERABILITY, AND SALE**

**A. INCIDENTAL RENTAL.** With prior written approval from the authorized officer, the holder may rent the recreation residence covered by this permit for a limited number of short, specific periods for recreational purposes, provided the rental does not change the character or use of the authorized improvements from noncommercial to commercial. The rental agreement must be in writing and must provide that the holder remains responsible for compliance with all the terms of this permit. A copy of the rental agreement shall be provided to the authorized officer.

**B. NONTRANSFERABILITY.** This permit is not transferable. A purchaser or transferee of the recreation residence covered by this permit must apply for and obtain a new permit from the Forest Service.

**C. PROSPECTIVE PURCHASERS AND TRANSFEREES.** When the holder is contemplating a sale of the recreation residence authorized by this permit, the holder shall notify the authorized officer and provide a copy of this permit to the prospective purchaser or transferee. The holder shall not represent that the Forest Service will issue a new permit to the prospective purchaser or transferee. Any purchaser or transferee must apply for and obtain a new permit from the Forest Service.

## **VIII. REVOCATION, SUSPENSION, AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state or local law.
2. For noncompliance with the terms and conditions of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VIII.C, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VIII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable period, not to exceed 90 days, to cure any noncompliance.

### **B. REVOCATION FOR SPECIFIC AND COMPELLING REASONS IN THE PUBLIC INTEREST**

1. If during the term of this permit the authorized officer determines that specific and compelling reasons in the public interest require revocation of this permit, this permit shall be revoked after 180 days written notice to the holder, provided that the authorized officer may prescribe a shorter notice period if justified by the public interest. The Forest Service shall then have the right to relocate the holder's improvements to another lot, to remove them, or to require the holder to relocate or remove them, and the Forest

Service shall be obligated to pay an equitable amount for the improvement or for their relocation and damages resulting from their relocation that are caused by the Forest Service. If that amount is fixed by mutual agreement between the authorized officer and the holder, that amount shall be accepted by the holder in full satisfaction of all claims against the United States under this clause. If mutual agreement is not reached, the authorized officer shall determine the amount to be paid, which shall become part of the revocation decision.

2. If revocation in the public interest occurs after the holder has received notification that a new permit will not be issued following expiration of this permit, the amount of damages shall be adjusted as of the date of revocation by multiplying the replacement cost by a fraction which has as the numerator the number of full months remaining in the term of the permit as of the date of revocation (measured from the date of the revocation notice) and as the denominator the total number of months in the original term of this permit.

**C. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

**D. APPEALS AND REMEDIES.** Written decisions made by the authorized officer relating to administration of this permit are subject to appeal pursuant to 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service, other than as provided in clause VIII, B.

**E. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon a change in ownership of the authorized improvements. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

1. Termination Upon Change in Ownership. If the holder through voluntary sale, transfer, enforcement of contract, foreclosure, or other legal proceeding ceases to be the owner of the authorized improvements, this permit shall terminate. If the person who acquires title to the improvements is qualified to be a holder under applicable regulations and Forest Service directives, that person shall be granted a new permit for the remainder of the term of this permit.

2. Termination of a Permit Issued to a Husband and Wife or an Individual Upon Their Death

a. Married Couple. If the holder of this permit is a married couple and one spouse dies, the permit shall remain in effect, without amendment or revision, in the name of the surviving spouse.

b. Individual or Surviving Spouse. If the holder of this permit is an individual or a surviving spouse and the holder dies, this permit shall terminate. Pending settlement of the holder's estate, an annual renewable permit, using form FS-2700-4, shall be issued to the executor or personal representative of the holder's estate. Upon settlement of the estate, the authorized officer shall issue a new permit, updated as necessary to reflect Forest Service policy changes, to a qualified heir or devisee for the remainder of the term of this permit. To qualify, an heir or a devisee must be one individual 21 years of age or older or a husband and wife who have title to the recreation residence authorized by this permit, as shown by a court order, bill of sale, recorded will, or other legally sufficient documentation.

## **IX. CONTINUATION OF THE AUTHORIZED USE UPON EXPIRATION OF THE PERMIT**

**A. CONSISTENCY DETERMINATION.** A decision to issue a new permit or convert the permit area to an alternative public use upon expiration of this permit requires a determination of consistency with the applicable land management plan (the plan).

1. Where continued use is consistent with the plan, the authorized officer shall issue a new permit, in accordance with applicable requirements for environmental analysis.

2. If, as a result of an amendment or revision of the plan, the permit area is allocated to an alternative public use, the authorized officer shall conduct site-specific environmental analysis to determine the range and intensity of the alternative public use.

a. If the environmental analysis results in a decision that the authorized use may continue, the holder

shall be notified in writing, this permit shall be modified as necessary, and a new permit shall be issued upon expiration of this permit.

b. If the environmental analysis results in a decision that the authorized use shall be converted to an alternative public use, the holder shall be notified in writing and given at least 10 years continued occupancy. The holder shall be given a copy of the environmental analysis and decision document.

c. If a land use decision relating to the permit area and its supporting environmental documentation are more than 5 years old, the decision and supporting documentation shall be reviewed at least 2 years prior to permit expiration. If the review indicates that the conditions resulting in the decision are unchanged, the decision may be implemented. If the review indicates that conditions have changed, new environmental analysis shall be conducted to determine the proper course of action.

**B. NEW TERMS AND CONDITIONS.** In issuing a new permit, the authorized officer shall include terms and conditions that reflect new requirements imposed by current federal and state land use plans, laws, regulations, or other management decisions.

**C. NEW PERMIT TO ACCOMMODATE 10-YEAR CONTINUED OCCUPANCY.** If the 10-year continued occupancy given a holder who receives notification that a new permit will not be issued would extend beyond the expiration date of the current permit, a new term permit shall be issued for the remaining portion of the 10-year period.

#### **X. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL**

**A. REMOVAL OF IMPROVEMENTS.** Except as provided in clause VIII.B, upon revocation of this permit or termination of this permit without renewal of the authorized use, the authorized officer has the discretion to require the holder to sell or remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the site to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the permit area.

**B. OFFER OF AN IN-LIEU LOT.** Upon revocation (other than revocation for noncompliance) or upon notification that a new permit will not be issued after expiration of this permit, the authorized officer may offer an in-lieu lot, if available, to the holder for building or relocating a recreation residence. An in-lieu lot must be in a location that is consistent with the applicable land management plan in the same National Forest as the authorized improvements or in an adjacent National Forest. An offer of an in-lieu lot must be accepted within 90 days or within 90 days of final disposition of administrative appeal of the revocation decision, termination when rebuilding is not allowed, or notification that a new permit will not be issued upon permit expiration, whichever is later, or the offer will expire.

#### **XI. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. SUPERSEDED PERMIT.** This permit replaces a special use permit issued to: Ronald & Dorothy Arnold, CAS538501, on 01/24/1989.

**C. DISCLAIMER REGARDING TITLE.** Issuance of this permit shall not be construed as an admission by the United States as to the title to any of the authorized improvements. The United States disclaims any liability for issuance of a permit in the event of disputed title.

#### **D. RULES OF CONSTRUCTION**

1. If there is a conflict between the foregoing standard printed clauses and any clauses added to the permit, the standard printed clauses shall control.

2. If this permit is issued to a trust and there is a conflict between any of the terms and conditions of this permit and the terms of the trust documents or state law applicable to the trust, the terms and conditions of this permit shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

ACCEPTED:

*Ronald D. Arnold*

Ronald & Dorothy Arnold  
(Holder Name)

*Dorothy A. Arnold*  
SIGNATURE

*1/7/09*  
DATE

APPROVED:

CAROL MCCOY BROWN, DISTRICT RANGER  
(Name and Title Of Authorized Officer)

*Carol McCoy Brown*  
SIGNATURE

*Jan 8, 2009*  
DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0598-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>TERM SPECIAL USE PERMIT</b> <b>FOR RECREATION RESIDENCE</b>  Act of March 4, 1915, as amended July 28, 1956 (Revised 1970)	a. Record No. (1-2)	b. Range (3-4)	c. Forest (5-6)
	d. District (7-8)	e. User No. (9-12)	f. Kind of Use (13-15)
	g. State (16-17)	h. County (18-20)	k. Card No. (21)
	70	04	02
	04	5385	123
	16	085	1

Ronald D. and Dorothy A. Arnold of 4435 Cedarwood Dr., Meridian, ID 83642  
 (Name) (Post Office Address and Zip Code)

(hereafter called the permittee) is hereby authorized to use National Forest lands, for the construction and maintenance of a recreation residence for personal recreational use on the \_\_\_\_\_

Boise National Forest, subject to the provisions of this permit including items 22 through 46, on page(s) 3 through 5.

This permit covers 0.5 acres.

Described as: (1) Lot #2 of the Paradise Valley Summer Home tract  
 (A plat of which is on file in the office of the Forest Supervisor.)  
OR (2) \_\_\_\_\_ as shown on the attached map  
 (Legal Description)

The following improvements are authorized in addition to the residence structure:

Storage Shed

Construction or occupancy under this permit shall begin within N/A and construction shall be completed within N/A months. This use shall be exercised at least 90 days each year, unless otherwise authorized in writing. It shall not be used as a full time residence to the exclusion of a home elsewhere.

~~For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) from \_\_\_\_\_ 19 \_\_\_\_\_ to \_\_\_\_\_ 19 \_\_\_\_\_ and thereafter with \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) provided, however, no charge for this use shall be required if the permittee is a resident of the State of Idaho and the use is for the purpose of a recreation residence. The fee for the beginning of each year is paid from the date of the permit to the date the charge becomes due, commensurate with the value of the use authorized by this permit.~~

~~A service charge in addition to the regular fees may be assessed for failure to meet the fee payment due date. The service charge shall be one percent per month of the fee from the date stated on the permit and fees were due and not paid, which shall be in lieu of the fee. The date of the non-payment of the service charge will not apply to the term of the permit. This permit may be terminated for non-payment of fees and service charges.~~

This permit is accepted subject to all of its terms and conditions:

ACCEPTED	PERMITTEE'S NAME & SIGNATURE RONALD D. ARNOLD and DOROTHY A. ARNOLD	DATE 2/9/83
APPROVED	ISSUING OFFICER'S NAME & SIGNATURE Mayine Lova	TITLE JOHN J. LAVIN Forest Supervisor DATE 2/15/83

VERI

2700-18 (11/77)

## GENERAL PROVISIONS

1. Nothing in this permit shall be construed to imply permission to build or maintain any improvement not specifically named on the face of this permit or approved by the Forest Service in the form of a new permit or permit amendment. Additional improvements requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mail boxes, newspaper boxes, boat houses, docks, pipelines, and television antennas.

2. Development plans, layout plans, construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be prepared by a licensed engineer, architect, and/or landscape architect (in those States in which such licensing is required) or other qualified individual acceptable to the issuing officer. Such plans must be approved in advance by the Forest Supervisor.

3. No soil, trees or other vegetation may be removed from the permitted area without first obtaining permission from the Forest Service. All timber cut, destroyed, or injured shall be paid for at current stumpage rates applicable to the sale by the Forest Service of similar timber in the National Forest.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Service.

5. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, state, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

6. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

7. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

8. Avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural phenomena in the forest present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and after securing permission from the Forest Service, to remove such hazards.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. Personal recreation use is defined as non-commercial use by the permittee, members of his immediate family, and guests.

11. The permittee shall protect the scenic and esthetic values of the area under permit and the adjacent land as far as possible consistent with the authorized use during construction, maintenance, and use of improvements thereon.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation.

But if the person to whom title to said improvements shall have transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by a permit to him if in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. This permit is subject to all valid claims.

14. This permit may be terminated upon breach of any of the conditions herein by the issuing officer provided the permittee has had a reasonable time not to exceed ninety (90) days within which to show cause why such termination should not be made.

15. Except as provided in Clause 16 below, upon abandonment, termination, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not release the permittee of liability for the cost of their removal and restoration of the site.

16. If during the term of this permit or any extension thereof the Secretary of Agriculture or any official of the Forest Service acting under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permit improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: provided, that if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount to be paid, he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20-211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; provided further, that upon the payment to the permittee of 75 percent of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stopped pending final decision on appeal.

17. The permittee may sublease the use of improvements covered under this permit; provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

18. This permit is for lot occupancy and does not provide for furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

19. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to benefit that may arise herefrom.

20. In case of change of address, the permittee shall immediately notify the Forest Supervisor.

21. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

22. For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of two hundred dollars (\$200) from May 1, 1983 to April 30, 1984; and thereafter annually on May 1, two hundred dollars (\$200):

Provided, however, charges for this use shall be reviewed and, if necessary, adjusted as of and effective on January 1, 1987, and thereafter at the beginning of each 5-year period from that date, in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

23. (A-13) A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$15, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If a due date falls on a non-workday, the late payment charge will not apply until the end of the next workday.
24. (B-18) The permitted area will be maintained to present a clean, neat, and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of currently. Building materials, firewood, etc., will be neatly stacked.
25. (B-20) The permittee will dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, in the following manner, and shall guard the purity of streams and living waters: All refuse will be removed to designated areas.
26. (D-2) No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

27. (D-3) The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
28. (D-4) The permittee shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the permittee shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the permittee shall cause such official survey records as are affected to be amended as provided by law.

29. (D-14) All butane, propane, or other liquified-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the State.
30. (D-15) The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit.
31. (E-1) This permit is issued for the period ending December 31, 1993.
32. (F-2) All chimneys must be built from the ground up and all flues, from ceiling through roof, must be of black or galvanized stovepipe with riveted joints encased in terra-cotta pipe with permanently sealed joints through a roofjack; or of stone or brick lined with terra-cotta flue lining. Chimneys must extend at least one foot above the roof ridge.
33. (F-3) Stoves and open stovepipes shall be kept at least one foot away from wooden walls or ceilings. Wooden surfaces beneath or within one(1) foot of stoves or stovepipes shall be protected with asbestos board or other suitable insulation.
34. (F-4) Open fireplaces shall be equipped with spark screens.
35. (F-5) All electrical equipment and facilities installed and operated shall conform to the National Electric Code and the equipment must have been approved by the American Insurance Association.
36. (F-6) The roof shall be kept reasonably clear of leaves, twigs, and other debris.
37. (F-7) The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor.
38. (F-19) Fires will not be built outside the designated areas without the specific approval of the Forest Service.
39. (F-25) No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon.
40. (H-1) No fences shall be erected upon the premises, except by written permission of the Forest Supervisor.
41. (H-3) All fences constructed under this permit will be attached to posts and in no case will the fence wire be fastened to live trees.



42. (X-7) No animals or fowl, other than household pets, shall be kept upon the premises.
43. (X-18) This permit supersedes a special-use permit designated: Arnold, F.D., recreation residence, dated February 14, 1978.
44. (X-28) The permittee shall restrict all parking to areas approved by the Forest Service.
45. (X-29) No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.
46. (X-40) Disorderly or otherwise objectionable conduct by the permittee or those occupying the premises with his permission shall upon proof thereof, be cause for termination of this permit.

SDA - Forest Service

TERM SPECIAL USE PERMIT  
For Recreation ResidencesAct of March 4, 1915, As Amended  
(Ref. FSM 2710)

Holder No. *5385 /01	Type Site * 123	Authority * 712
Auth. Type * 18	Issue Date *01 /01/89	Expir. Date *12/31/08
Location Sequence No. *		Stat. Ref. *
Latitude *111-11-111	Longitude *111-11-111	LOS Case *

Ronald D. and Dorothy Arnold  
(Holder Name)of \* 4435 Cedarwood Drive  
(Billing Address - 1)

(Billing Address - 2) \* Meridian (City) \* ID (State) \*83642 (Zip Code)

hereafter called the holder) is hereby authorized to use National Forest lands, or a recreation residence for personal recreational use on the \*  
 site National Forest, subject to  
 the provisions of this permit including items \* 1 through \* 12. The permit covers \* 0.5 acres.  
 age(s) \* 2 through \* 9. This permit covers \* 0.5 acres.

described as: (1) Lot \* 2 of the \*Paradise Valley Summer Home, 3 1/2 ac. (A plat of which is on file in the office of the Forest Supervisor.)

OR (2) \* as shown on the attached map.  
(Legal Description)

the following improvements, whether on or off the site, are authorized in addition to the residence structure:

Storage shed, Patio, Septic System.

his use shall be exercised at least 15 days each year, unless otherwise authorized in writing. It shall not be used as a full-time residence to the exclusion of a home elsewhere.

## THIS PERMIT IS NOT TRANSFERABLE

PURCHASERS OF IMPROVEMENTS ON SITES AUTHORIZED BY THIS PERMIT MUST SECURE A NEW PERMIT FROM THE FOREST SERVICE.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL OF ITS TERMS AND CONDITIONS.

ACCEPTED:

\* Ronald D. Arnold  
HOLDER'S NAME AND SIGNATURE\* 1/19/89  
DATE

APPROVED:

\* W. Wayne Patton  
AUTHORIZED OFFICER'S NAME AND SIGNATURE

FOREST SUPERVISOR \*

01/24/89

TITLE

DATE

## TERMS AND CONDITIONS

### I. AUTHORITY AND USE AND TERM AUTHORIZED.

A. This permit is issued under the authority of the Act of March 4, 1915, as amended (16 U.S.C. 497), and Title 36, Code of Federal Regulations, Sections 251.50-251.64. Implementing Forest Service policies are found in the Forest Service Directives System (FSM 2720, 2340; FSH 2709.11, Chap. 10-50). Copies of the applicable regulations and policies will be made available to the holder at no charge upon request made to the office of the Forest Supervisor.

B. The authorized officer under this permit is the Forest Supervisor, or a delegated subordinate officer.

C. This permit authorizes only personal recreation use of a noncommercial nature by the holder, members of the holder's immediate family, and guests. Use of the permitted improvements as a principal place of residence is prohibited and shall be grounds for termination of this permit.

D. Unless specifically provided as an added provision to this permit, this authorization is for site occupancy and does not provide for the furnishing of structures, road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

E. Expiration at End of Term: This authorization is for a term of 20 years and will expire on December 31, 2008.

### II. OPERATION AND MAINTENANCE.

A. The authorized officer, after consulting with the holder, will prepare an operation and maintenance plan which shall be deemed a part of this permit. The plan will be reviewed annually and updated as deemed necessary by the authorized officer and will cover requirements for at least the following subjects:

1. Maintenance of vegetation, tree planting, and removal of dangerous trees and other unsafe conditions.
2. Maintenance of the facilities.
3. Size, placement and descriptions of signs.
4. Removal of garbage or trash.
5. Fire protection.
6. Identification of the person responsible for implementing the provisions of the plan, if other than the holder, and a list of names, addresses, and phone numbers of persons to contact in the event of an emergency.

### III. IMPROVEMENTS.

A. Nothing in this permit shall be construed to imply permission to build or maintain any improvement not specifically named on the face of this permit or approved in writing by the authorized officer in the operation and maintenance plan. Improvements requiring specific approval shall include, but are not limited to: signs, fences, name plates, mailboxes, newspaper boxes, boathouses, docks, pipelines, antennas, and storage sheds.

B. All plans for development, layout, construction, reconstruction or alteration of improvements on the site, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect (in those states in which such licensing is required) or other qualified individual acceptable to the authorized officer. Such plans must be approved by the authorized officer before the commencement of any work.

#### IV. RESPONSIBILITIES OF HOLDER.

A. The holder, in exercising the privileges granted by this permit, shall comply with all present and future regulations of the Secretary of Agriculture and all present and future federal, state, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. However, the Forest Service assumes no responsibility for enforcing laws, regulations, ordinances and the like which are under the jurisdiction of other government bodies.

B. The holder shall exercise diligence in preventing damage to the land and property of the United States. The holder shall abide by all restrictions on fires which may be in effect within the forest at any time and take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during a closed fire season established by law or regulation without written permission from the authorized officer.

C. The holder shall protect the scenic and esthetic values of the National Forest System lands as far as possible consistent with the authorized use, during construction, operation, and maintenance of the improvements.

D. No soil, trees, or other vegetation may be removed from the National Forest System lands without prior permission from the authorized officer. Permission shall be granted specifically, or in the context of the operations and maintenance plan for the permit.

E. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damage, other than ordinary wear and tear, to National Forest lands, roads and trails caused by the holder's activities.

F. The holder assumes all risk of loss to the improvements resulting from acts of God or catastrophic events, including but not limited to, avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural events. In the event the improvements authorized by this permit are destroyed or substantially damaged by acts of God or catastrophic events, the authorized officer will conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. The analysis will be provided to the holder within 6 months of the event.

G. The holder has the responsibility of inspecting the site, authorized rights-of-way, and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which could affect the improvements and or pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.

H. In case of change of permanent address or change in ownership of the recreation residence, the holder shall immediately notify the authorized officer.

#### V. LIABILITIES.

A. This permit is subject to all valid existing rights and claims outstanding in third parties. The United States is not liable to the holder for the exercise of any such right or claim.

B. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest lands under this permit.

C. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression. Without limiting available civil and criminal remedies which may be available to the United States, all timber cut, destroyed, or injured without authorization shall be paid for at stumpage rates which apply to the unauthorized cutting of timber in the state wherein the timber is located.

## VI. FEES.

A. Fee Requirement: This special use authorization shall require payment in advance of an annual rental fee.

### B. Appraisals:

1. Appraisals to ascertain the fair market value of the site will be conducted by the Forest Service at least every 20 years. The next appraisal will be implemented in 2002 (insert year).

2. Appraisals will be conducted and reviewed in a manner consistent with the Uniform Standards of Professional Appraisal Practice, from which the appraisal standards have been developed giving accurate and careful consideration to all market forces and factors which tend to influence the value of the site.

3. If dissatisfied with an appraisal utilized by the Forest Service in ascertaining the permit fee, the holder may employ another qualified appraiser at the holder's expense. The authorized officer will give full and complete consideration to both appraisals provided the holder's appraisal meets Forest Service standards. If the two appraisals disagree in value by more than 10 percent, the two appraisers will be asked to try and reconcile or reduce their differences. If the appraisers cannot agree, the Authorized Officer will utilize either or both appraisals to determine the fee. When requested by the holder, a third appraisal may be obtained with the cost shared equally by the holder and the Forest Service. This third appraisal must meet the same standards of the first and second appraisals and may or may not be accepted by the authorized officer.

### C. Fee Determination:

1. The annual rental fee shall be determined by appraisal and other sound business management principles. (36 CFR 251.57(a)). The fee shall be 5 percent of the appraised fair market fee simple value of the site for recreation residence use.

Fees will be predicated on an appraisal of the site as a base value, and that value will be adjusted in following years by utilizing the percent of change in the Implicit Price Deflator - Gross National Product (IPD-GNP) index as of the previous June 30. A fee from a prior year will be adjusted upward or downward, as the case may be, by the percentage change in the IPD-GNP, except that the maximum annual fee adjustment shall be 10 percent when the IPD-GNP index exceeds 10 percent in any one year with the amount in excess of 10 percent carried forward to the next succeeding year where the IPD-GNP index is less than 10 percent. The base rate from which the fee is adjusted will be changed with each new appraisal of the site, at least every 20 years.

2. If notice of nonrenewal has been given, the annual fee in the tenth year will be taken as the base, and the fee each year during the last 10-year period will be one-tenth of the base multiplied by the number of years then remaining on the permit. If a new 20-year permit should later be issued, the holder shall pay the United States one-half of the amount of fees foregone, for the most recent 10-year period in which the permit has been under nonrenewal notice, by the United States while the previous permit was under a nonrenewal notice. This amount may be paid in equal annual installments over a 10-year period in addition to those fees for existing permits. Such amounts owing will run with the property and will be charged to any subsequent purchaser of the improvements.

D. Initial Fee: The initial fee may be based on an approved Forest Service appraisal existing at the time of this permit, with the present day value calculated by applying the IPD-GNP index to the intervening years.

On the criteria set forth herein, the initial payment is set at \$ 00 per year and the fee    and payable annually on May 1 (insert date). Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments or fee calculation statements fall on a nonworkday, the charges shall not apply until the close of business of the next workday. Any payments not received within 30 days of the due date shall be delinquent.

F. Interest and Penalties:

1. A fee owed the United States which is delinquent will be assessed interest based on the most current rate prescribed by the United States Department of Treasury Financial Manual (TFM-6-6020). Interest shall accrue on the delinquent fee from the date the fee payment was due and shall remain fixed during the duration of the indebtedness.

2. In addition to interest, certain processing, handling, and administrative costs will be assessed on delinquent accounts and added to the amounts due.

3. A penalty of 6 percent per year shall be assessed on any indebtedness owing for more than 90 days. This penalty charge will not be calculated until the 91st day of delinquency, but shall accrue from the date that the debt became delinquent.

4. When a delinquent account is partially paid or made in installments, amounts received shall be applied first to outstanding penalty and administrative cost charges, second to accrued interest, and third to outstanding principal.

G. Nonpayment Constitutes Breach: Failure of the holder to make the annual payment, late payment charge, or any other charges when due shall be grounds for termination of this authorization. However, no permit will be terminated for nonpayment of any monies owed the United States unless payment of such monies is more than 90 days in arrears.

H. Applicable Law: Delinquent fees and other charges shall be subject to all the rights and remedies afforded the United States pursuant to federal law and implementing regulations. (31 U.S.C. 3711 et seq.).

VII. TRANSFER, SALE, AND RENTAL.

A. Nontransferability: Except as provided in this section, this permit is not transferable.

B. Transferability Upon Death of the Holder:

1. If the holder of this permit is a married couple and one spouse dies, this permit will continue in force, without amendment or revision, in the name of the surviving spouse.

2. If the holder of this permit is an individual who dies during the term of this permit and there is no surviving spouse, an annual renewable permit will be issued, upon request, to the executor or administrator of the holder's estate. Upon settlement of the estate, a new permit incorporating current Forest Service policies and procedures will be issued for the remainder of the deceased holder's term to the eligible family member (parent(s), children, and grandchildren) as shown by an order of a court, bill of sale, or other evidence to be the owner of the improvements.

C. Divestiture of Ownership: If the holder through voluntary sale, transfer, enforcement of contract, foreclosure, or other legal proceeding shall cease to be the owner of the physical improvements, this permit shall be terminated. If the person to whom title to said improvements is transferred is deemed by the authorizing officer to be qualified as a holder, then such person to whom title has been transferred will be granted a new permit. Such new permit can be, at the discretion of the authorized officer, for a full term or for the remainder of the term of the original holder.

sale of the recreational residence, the holder shall provide a copy of this special use permit to the prospective purchaser before finalizing the sale. The holder cannot make binding representations to the purchasers as to whether the Forest Service will reauthorize the occupancy.

E. Rental: The holder may rent or sublet the use of improvements covered under this permit only with the express written permission of the authorized officer. In the event of an authorized rental or sublet, the holder shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

#### VIII. TERMINATION.

A. Termination for Cause: This permit may be terminated for cause by the authorized officer upon breach of any of the terms and conditions of this permit or applicable law. Prior to such termination for cause, the holder shall be given notice and provided a reasonable time--not to exceed ninety (90) days--within which to correct the breach.

B. Termination in the Public Interest During the Permit Term:

1. This permit may be revoked or terminated during its term at the discretion of the authorized officer for reasons in the public interest. (36 CFR 251.60(b)). In the event of such termination in the public interest, the holder shall be given one hundred and eighty (180) days prior written notice to vacate the premises, provided that the authorized officer may prescribe a date for a shorter period in which to vacate ("prescribed vacancy date") if the public interest objective reasonably requires the site in a shorter period of time.

2. The Forest Service and the holder agree that in the event of a termination in the public interest, the holder shall be paid damages. Termination in the public interest and payment of damages is subject to the availability of funds or appropriations.

a. Damages in the event of a public interest termination shall be the lesser amount of either (1) the cost of relocation of the approved improvements to another site which may be authorized for residential occupancy (but not including the costs of damages incidental to the relocation which are caused by the negligence of the holder or a third party), or (2) the replacement costs of the approved improvements as of the date of termination. Replacement cost shall be determined by the Forest Service utilizing standard appraisal procedures giving full consideration to the improvement's condition, remaining economic life and location, and shall be the estimated cost to construct, at current prices, a building with utility equivalent to the building being appraised using modern materials and current standards, design and layout as of the date of termination. If the holder has received notification that the permit will not be renewed, then the amount of damages shall be adjusted as of the date of termination by multiplying the replacement cost by a fraction which has as the numerator the number of full months remaining to the term of the permit prior to termination (measured from the date of the notice of termination) and as the denominator, the total number of months in the original term of the permit.

b. The amount of the damages determined in accordance with paragraph a. above shall be fixed by mutual agreement between the authorized officer and the holder and shall be accepted by the holder in full satisfaction of all claims against the United States under this clause: Provided, That if mutual agreement is not reached, the authorized officer shall determine the amount and if the holder is dissatisfied with the amount to be paid may appeal the determination in accordance with the Appeal Regulations (36 CFR 211.18) and the amount as determined on appeal shall be final and conclusive on the parties hereto: Provided further, That upon the payment to the holder of the amount fixed by the authorized officer, the right of the Forest Service to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

A. This permit may be renewed for another term up to 20 years in duration if the site is still being used for the purposes previously authorized and is being continually operated and maintained in accordance with all the provisions of the permit. In making a renewal, the authorized officer may modify the terms, conditions, and special stipulations to reflect any new requirements imposed by current federal and state land use plans, laws, regulations, or other management decisions. (36 CFR 251.64).

B. The authorized officer may decide to renew this authorization at any time prior to the expiration date of this permit. Ten years prior to the expiration date of this permit, the authorized officer will make a renewal decision. If it is determined that the use may continue, a new 20-year authorization will be granted upon the holder's surrendering of the existing authorization.

C. In the event the authorized officer decides not to renew the permit, the holder shall be notified in writing. The holder will be given at least 10 years to utilize the site in the event of a decision not to renew the permit. To the extent that the 10 years would run beyond the expiration date of the permit, the permit term shall be extended to accommodate the 10-year notice, provided that the total tenure of the holder's occupancy does not exceed 30 years by such extension.

D. Two years before permit expiration, the holder may request the Forest Supervisor to review the reason for nonrenewal of the permit in the light of any change in circumstances, and the Forest Supervisor shall determine whether or not changed circumstances warrant continuation of the use. The authorized officer will notify holder in a timely manner of his or her right to make such a request. Determinations under such reviews are not decisions for purposes of the Secretary of Agriculture's administrative appeal regulations.

E. Nonrenewal decisions based on a higher public use of the site by the Forest Service will be documented by an environmental analysis which demonstrates the higher priority use of a site for the benefit of the general public, that is timely, in public demand, and where other sites to satisfy the need cannot reasonably be made available.

#### X. RIGHTS AND RESPONSIBILITIES UPON TERMINATION OR NONRENEWAL.

A. Removal of Improvements Upon Termination or Nonrenewal: At the end of the term of occupancy authorized by this permit, or upon abandonment, or termination for cause, Act of God, or catastrophic event, or in the public interest, the holder shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall return the site to a condition approved by the authorized officer unless otherwise agreed to in writing or in this permit. If the holder fails to remove all such structures or improvements within a reasonable period--not to exceed one hundred and eighty (180) days from the date the authorization of occupancy is ended--the improvements shall become the property of the United States, but in such event, the holder remains obligated and liable for the cost of their removal and the restoration of the site.

B. In case of termination or nonrenewal, except if termination is for cause, the authorized officer will make every reasonable effort to locate and reserve in-lieu sites available at that time that could be offered the permit holder for building or relocation of improvements. Such sites will be nonconflicting locations within the National Forest containing the residence being terminated or under nonrenewal or in adjacent National Forests. Any in-lieu site offered the holder must be accepted within 90 days of the offer or within 90 days of the final disposition of an appeal on the termination or nonrenewal under the Secretary of Agriculture administrative appeal regulations, whichever is later, or this opportunity will terminate.



A. This permit replaces a special use permit issued to:  
Ronald D. and Dorothy Arnold on February 15, 1983.  
(Holder Name) (Date)

B. The Forest Service reserves the right to enter upon the property to inspect for compliance with the terms of this permit. Reports on inspection for compliance will be furnished to the holder.

C. Issuance of this permit shall not be construed as an admission by the Government as to the title to any improvements. The Government disclaims any liability for the issuance of any permit in the event of disputed title.

D. If there is a conflict between the foregoing standard printed clauses and any special clauses added to the permit, the standard printed clauses shall control.

#### XII. DETACHED QUARTERS.

For each additional sleeping structure (guest cabins, and so forth), the annual fee shall be increased by \$100 or 25% of the current adjusted base fee, whichever is greater.

[illegible]

THE NEW YORK  
THOMAS BROWN

# RECREATION RESIDENCE INSPECTION

AREA Paradise Valley LOT# 2 PERMITTEE Ronald Arnold  
 A. IMPROVEMENTS (A) AUTHORIZED ON EXISTING PERMIT (X) NOT ON EXISTING PERMIT (old Per-  
 (NL) NOT ON PERMIT LOT (I) ATTACHED TO OTHER IMPROVEMENT  
 (?) CAN NOT DETERMINE

- (1) CABIN A
- (2) OUTHUSE X *not on new permit*
- (3) WOODSHED ---
- (4) GARAGE ---
- (5) STORAGE SHED A *app 10'x12'6" shelter*
- (6) DECK ---
- (7) PATIO X
- (8) DETACHED QUARTERS --- LIVING --- SLEEPING --- SHOWER --- TOILET ---
- (9) CELLAR ---
- (10) FENCE ---
- (11) GATE ---
- (12) BUTANE TANK ---
- (13) BOATHOUSE ---
- (14) DOCK ---
- (15) OUTSIDE FIREPLACE ---
- (16) BAR-B-Q ---
- (17) DRIVEWAY ---
- (18) PARKING AREA ---
- (19) TRAIL ---
- (20) SPRINGBOX ---
- (21) OTHER Septic System X

B. CONDITION OF PERMIT AREA AND IMPROVEMENTS (S) SATISFACTORY (U) UNSATISFACTORY  
 (N) NEEDS IMPROVING (NI) NOT INSPECTED

- (1) GENERAL APPEARANCE S  
 LOT S BUILDINGS S LAKE SHORE ---
- (2) ROOFS S
- (3) SIDING S
- (4) FOUNDATION NI
- (5) SPARK ARRESTER U
- (6) DOCK ---
- (7) POWERLINE NI
- (8) ELECTRICAL NI
- (9) OTHER ---

C.  
 COMMENTS B(5) needs spark arrester screen on chimney  
B(7) check power line lead in for links & make easy  
touching the line - Do not worry about the main line  
Idaho Power will maintain

United States Department of Agriculture  
Forest Service**REQUEST FOR TERMINATION OF AND APPLICATION FOR SPECIAL USE PERMIT**  
(Ref: FSM 2716)

This report is authorized by the Organic Act of June 4, 1897 for the purpose of evaluating the requested actions and no permit may be issued unless this form is completed.

**PART I - REQUEST FOR TERMINATION (To be completed by Permittee)**TO: FOREST SUPERVISOR Boise National Forest NATIONAL FORESTI (WE), THE UNDERSIGNED PERMITTEE(S) UNDER THAT CERTAIN SPECIAL USE PERMIT, DATED February 29, 1956AUTHORIZING ME (US) TO maintain a recreation residence at Paradise Valley  
summer home area HAVI

\* (CONVEYED ALL MY (OUR) RIGHT, TITLE, AND INTEREST IN AND TO THE IMPROVEMENTS LOCATED ON THE PARCEL COVERED BY SAID PERMIT.)

OR

\* IDENTIFIED INTO A CONTRACT FOR THE SALE OF THE IMPROVEMENTS LOCATED ON THE PARCEL COVERED BY SAID PERMIT THAT HAVE  
BEYONDED TIME TO EXCEED IMPROVEMENTS AND TO COMPLETION OF PAYMENTS UNDER SAID CONTRACT WITHF. D. Arnold and Bette F. Arnold

(NAME OR NAMES)

4355 Castlewood Cr., Meridian, Idaho 83642

(ADDRESS)

ACCORDINGLY, I (WE) REQUEST THAT SAID SPECIAL-USE PERMIT BE TERMINATED. THE REMAINING BALANCE OF ANY FEES PREVIOUSLY PAID SHOULD BE CREDITED TO THE APPLICANT NAMED BELOW.

DATE: January 6, 1983F. D. Arnold - see attached death cert.by Bette F. Arnold 1-6-83  
(SIGNATURES OF ALL PERMITTEES LISTED ON PERMIT)

\*STRIKE OUT INAPPLICABLE ALTERNATIVES

**PART II - APPLICATION (To be completed by Applicant)**

APPLICATION IS HEREBY MADE FOR A SPECIAL-USE PERMIT TO COVER THE SAME PARCEL OF LAND COVERED BY THE PERMIT REFERRED IN THE ABOVE REQUEST, AND FOR THE SAME PURPOSE OF SAID PERMIT, SUBJECT, HOWEVER, TO SUCH NEW CONDITIONS AND STIPULATIONS AS THE CIRCUMSTANCES MAY WARRANT.

I (WE) ACKNOWLEDGE THAT WHEN A NEW PERMIT IS ISSUED, A TRANSFER FEE OF \$ 25.00 IS CHARGED. IT WILL BE INCLUDED IN THE INITIAL PAYMENT FOR THE NEW PERMIT.DATE: January 6, 1983Ronald D. or Dorothy A. Arnold

&amp;

Steven J. or Mary A. Snider

(TYPE IN NAMES OF PROPOSED PERMITTEES)

By Steven J. Snider, Mary A. Snider By Ronald D. Arnold, Dorothy A. Arnold  
(signature) (SIGNATURE)  
Rt. 2 600 S. School St. Zuna, Id. 83634 4435 Cedarwood Dr., Meridian, Idaho 83642  
(address) (ADDRESS)

(Over)

FS-2700-3a (8/8)

Please send all correspondence to Ronald D. Arnold  
4435 Cedarwood Dr.  
Meridian, Idaho 83642

Exhibit D

PART III - RANGER'S REPORT ON APPLICATION

1. IS SITE NEEDED FOR HIGHER USE? DESCRIBE TENURE RECOMMENDATION. IF TERMINATION IS RECOMMENDED, ATTACH JUSTIFICATION PER FSM 2721.23f.

No

2. WHAT IS THE CONDITION OF EXISTING IMPROVEMENTS?

Good

3. IS THE FEE FOR THE PERMIT APPROPRIATE? (Attach fee computation sheet if required)

Yes

4. IS THE PERMITTED AREA PROPERLY DESCRIBED? IF NOT, SHOW PROPER DESCRIPTION:

Yes

5. IS CURRENT MAP OF THE USE ATTACHED? No IS IT ADEQUATE? Yes IF NOT, EXPLAIN

6. DESCRIBE UNDESIRABLE SITUATIONS TO BE CORRECTED.

None - Complete construction of addition.

7. LIST MANDATORY AND SUGGESTED SPECIAL CLAUSES NOT PRINTED ON THE PERMIT FORM.

Same as existing permit, plus amendment.

REMARKS:

Recommend approval.

SUBMITTED (Signature)

APPROVED (Signature)

TITLE

DISTRICT RANGER

TITLE

FOREST SUPERVISOR

RANGER DISTRICT

FOREST

DATE

DATE

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

Cascade Ranger District  
Cascade, Idaho 83611

2720  
February 7, 1983



Mr. Ronald Arnold  
4435 Cedarwood Drive  
Meridian, ID 83642

Dear Mr. Arnold:

I have not been able to contact you by phone so I thought I had better write and let you know why the permit only had your name on it.

In the past the policy concerning having more than one person on a permit has been rather vague.

New direction states, "A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife."

Perhaps you can solve the problem with some type of legal document which shows that more than one person has an interest in the cabin.

You can line out the storage shed on the permit before you return it to the Forest Supervisor.

If you still have questions about the permit, give me a call.

Sincerely,

*Charles G. Jones*  
CHARLES G. JONES  
District Ranger

CONCERNING CABIN AND PROPERTY AT  
103 PARADISE VALLEY RD, LOT 2, WARM LAKE, IDAHO

I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property.

This transfer is in agreement with the intentions of my late husband, Francis Doyle Arnold. Further, his intent was that the cabin and property be shared with Mary A. Snider (sister of Ronald D. Arnold).

Signature Bette F. Arnold  
Bette F. Arnold  
Date June 9, 05  
Witness Mum Uggate

NOTARY:

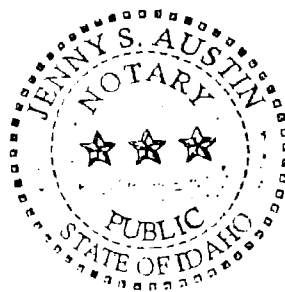
JURAT

State of Id  
County of Ada

Subscribed and sworn/affirmed to before me this 9 day of June  
2005, by Bette F Arnold

Jenny S Austin  
Notary Public

My Commission Expires: 7-28-2005

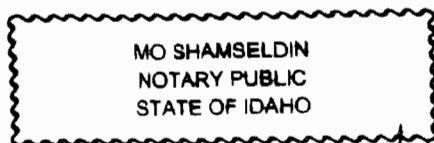


Instrument # 312551  
VALLEY COUNTY, CASCADE, IDAHO  
2006-08-24 10:41:03 No. of Pages: 2  
Recorded for: BETTE ARNOLD  
LELAND G. HEINRICH  
Ex-Officio Recorder Deputy [Signature] Fee: 6.00  
Index to: MISCELLANEOUS RECORD

On January 6, 1983, I Bette Arnold, met with my step son, Ronald D. Arnold. I signed a document transferring my rights as permittee for Lot 2, 103 Paradise Valley Rd., Warm Lake, Idaho, to him only. His name, Ronald D. Arnold and his wife, Dorothy Arnold were the only names I intended to be on the permit. Any names added to the document were added without my knowledge or consent.

Bette F. Arnold  
signature

8/21/09  
date



Mo Shamseldin



State of Idaho

County of Ada

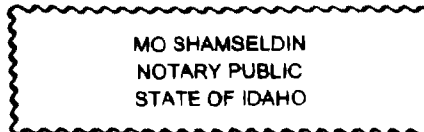
On this day 21<sup>st</sup> of August, in the year of 2009,  
before me, Mo Shamseldin,  
personally appeared Bette Marie Arnold

\_\_\_\_\_ personally known to me

X (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument, and acknowledge to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the persons(s) acted, executed the instrument.

Witness my hand and official seal.

(Seal of Notary)



Signature of Notary

Mo Shamseldin

Michael G. Pierce  
Attorney at Law  
P. O. Box 1019  
Cascade, Idaho 83611  
Telephone: (208) 382-3929  
Facsimile: (208) 382-3783  
Email: [Michael@michaelpiercelaw.com](mailto:Michael@michaelpiercelaw.com)  
Idaho State Bar Number: 1470  
Attorney for Plaintiffs/Counterdefendants

ARCHIE N. BANBURY, CLERK  
BY W. Merry DEPUTY

JUN 10 2010

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed \_\_\_\_\_ A.M. 2:11 P.M.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

STEVEN J. SNIDER and MARY A.	)	
SNIDER, husband and wife,	)	Case No. CV-2009-549C
	)	
Plaintiffs,	)	
	)	ANSWER TO
vs.	)	COUNTERCLAIM
	)	
RONALD D. ARNOLD and DOROTHY	)	
A. ARNOLD, husband and wife,	)	
	)	
Defendants.	)	
<hr/>		
RONALD D. ARNOLD and DOROTHY	)	
A. ARNOLD, Husband and Wife,	)	
	)	
Counterclaimants,	)	
	)	
vs.	)	
	)	
STEVEN J. SNIDER and MARY A.	)	
SNIDER, Husband and Wife,	)	
	)	
Counterdefendants.	)	
<hr/>		

COME NOW the Plaintiffs/Counterdefendants and respond to the Affirmative  
Defenses and Counterclaim filed in the above-entitled action, as follows:

1. Counterdefendants deny the applicability of each and every one of the Affirmative Defenses alleged by the Defendants/Counterclaimants.

2. Counterdefendants admit the allegations of paragraphs 2 and 3 of the Counterclaim.

3. Counterdefendants deny the allegations of paragraphs 1, and 4 of the Counterclaim.

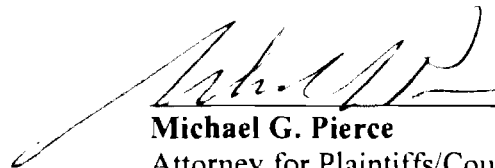
**WHEREFORE**, Counterdefendants pray for judgment as follows:

1. For denial of the alleged Affirmative Defenses and dismissal of the Counterclaim with prejudice;

2. For reimbursement of Counterdefendants' attorney fees and costs pursuant to applicable law.

3. For such other relief as the court deems just and equitable in the premises.

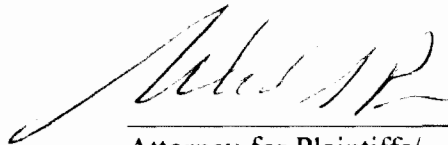
**DATED** this 10th day of June, 2010.

  
\_\_\_\_\_  
**Michael G. Pierce**  
Attorney for Plaintiffs/Counterdefendants

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10<sup>th</sup> day of June, 2010, I served a true and correct copy of the foregoing document by U.S. Mail, first class postage prepaid, addressed as follows:

Christ T. Troupis  
TROUPIS LAW OFFICE, PA  
1299 E. Iron Eagle, Suite 130  
P. O. Box 2408  
Eagle, Idaho 83616  
[ctroupis@trouplaw.com](mailto:ctroupis@trouplaw.com)



---

Attorney for Plaintiffs/  
Counterdefendants



Defendants/Counterclaimants Ronald Arnold and Dorothy Arnold, by and through their counsel of record, Christ T. Troupis, pursuant to Idaho Rules of Civil Procedure, Rule 56(c), herewith move for summary judgment against the Plaintiffs/Counterdefendants Steven J. Snider and Mary A. Snider.

This motion is made on the grounds that there are no genuine issues of material fact in dispute and all of the Defendants are entitled to judgment as a matter of law with respect to all claims of the Plaintiffs.


This motion is based upon the pleadings, files and record herein, the Affidavits of Ronald Arnold, Bette F. Arnold, and Christ Troupis, the Statement of Material Facts and the Memorandum in Support of Defendant's Motion for Summary Judgment submitted herewith.

Oral Argument is requested.

Respectfully Submitted,

Dated: August 17, 2010

TROUPIS LAW OFFICE, P.A.

  
\_\_\_\_\_  
Christ T. Troupis  
Attorney for Defendants Ronald Arnold  
and Dorothy Arnold

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 2010, I served a true and correct copy of Defendants' Motion for Summary Judgment by U.S. Mail, first class postage prepaid, addressed as follows:

Michael G. Pierce  
Attorney At Law  
P.O. Box 1019  
Cascade, Idaho 83611

  
\_\_\_\_\_  
Christ T. Troupis

CHRIST T. TROUPIS  
TROUPIS LAW OFFICE , PA  
1299 E. Iron Eagle, Ste 130  
PO Box 2408  
Eagle, Idaho 83616  
Telephone: 208/938-5584  
Facsimile: 208/938-5482  
Email: [ctroupis@troupislaw.com](mailto:ctroupis@troupislaw.com)

ARCHIE N. BANBURY, CLERK  
BY                      DEPUTY

AUG 18 2010

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed \_\_\_\_\_ A.M. 11:55 P.M.

*Attorney for Defendants and Counterclaimants*  
*Ronald D. Arnold and Dorothy A. Arnold*

**DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY**

**STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,**

**Plaintiffs,**

**vs.**

**RONALD D. ARNOLD and  
DOROTHY A. ARNOLD, Husband  
and Wife,**

**Defendants.**

**RONALD D. ARNOLD and  
DOROTHY A. ARNOLD, Husband  
and Wife,**

**Counterclaimant,**

**vs.**

**STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,**

**Counterdefendants.**

**Case No. CV-2009-549C**

**MEMORANDUM IN  
SUPPORT OF  
DEFENDANT'S MOTION  
FOR SUMMARY  
JUDGMENT**



## **I.**

### **STATEMENT OF FACTS**

This case involves the ownership of a Term Special Use Permit, together with a cabin and other improvements, situated "on .50 acres of land owned by the United States Department of Agriculture, Forest Service, described as Lot 2 of the Paradise Valley Tract, Valley County, Idaho." ("the premises") Complaint, par. 3. The Term Special Use Permit was held by Frances D. Arnold and Bette F. Arnold, husband and wife, prior to October 22, 1982, when Frances D. Arnold died. Ron Arnold Aff., ¶2. On Frances D. Arnold's death, ownership of the cabin and Term Special Use Permit passed to Bette F. Arnold, his surviving spouse. On January 6, 1983, Bette F. Arnold signed a Request for Termination of the special use permit previously issued to herself and Frances D. Arnold, and Application for issuance of a new Term Special Use Permit for the premises to Ronald Arnold and Dorothy Arnold. Bette Arnold intended to transfer her interest in the Permit and cabin exclusively to Ron Arnold, without any legal obligation to share in its ownership or use with the Sniders.

Although Ron Arnold added the Sniders' names to the Permit Application as an accommodation, the Forest Service issued the Permit solely to Ron and Dorothy Arnold in February, 1983. At that time, Ranger Charles Jones wrote a letter to the Arnolds advising them that if they wanted to show that more than one person had an interest in the cabin, they should prepare a legal document to that effect. The Arnolds informed Sniders of the issuance of the Permit in their names and the Ranger's letter. However, they did not enter into any agreement to share ownership with the Sniders.

The Arnolds have continuously held the Term Special Use Permit for the premises from February 15, 1983 to the present date, and are the current holders of the Term Special

Use Permit for the premises issued by the U.S. Forest Service, expiring December 31, 2028.” Complaint, Par. 4; Ron Arnold Aff., ¶12, Exhibits B, D, & E. At various times from February 15, 1983 to the present date, Ronald and Dorothy Arnold have given the Sniders permission to use the premises. The Arnolds have set the times and conditions of the Sniders’ use. The Sniders have always used the cabin in accordance with the schedule and conditions imposed by the Arnolds. Ron Arnold Aff., ¶13. Sniders have had twelve (12) weeks use of the cabin each year for the past 27 years. They have voluntarily contributed to payment of some of the maintenance expenses of the cabin, although the Arnolds have never required such payments as a condition to granting them permission to use the premises on occasion. Ron Arnold Aff., ¶14. Sniders have documented contributions to cabin expenses totaling \$4,614.08. The Arnolds have documented cabin expenses of \$35,100.65. Christ Troupis Aff., ¶3,4, Exh. A,B

At some time prior to June, 2005, Steven Snider informed Ronald Arnold that Sniders met with Mark Bingman, a U.S. Forest Service Ranger and asked him questions about the ownership of the cabin and Permit. Steven Snider advised Ronald Arnold that Bingman told him that the Forest Service had no record in its file of the cabin being transferred from Bette Arnold. Steven Snider advised Ronald Arnold that he should ask Bette Arnold to provide a document that confirmed that the cabin had been transferred with the Permit. Ron Arnold Aff., ¶16. Following that conversation with Steven Snider, Ronald D. Arnold met with Ranger Bingman. He said it would be a good idea to have something in the file that showed that Bette Arnold was no longer the owner of the cabin. He also asked Ron Arnold if there was a dispute between the Arnolds and the Sniders over our ownership of the cabin. Ron told him he didn’t think so. Ron Arnold Aff., ¶17.

Ronald Arnold asked Bette Arnold to provide a document memorializing the transfer of the cabin and personal property. On June 9, 2005, Bette F. Arnold executed a written document that confirmed the transfer of the cabin and other personal property located on the premises to Ronald D. Arnold. That document stated, "I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property." Ron Arnold Aff., ¶18. In July, 2005, within a couple of weeks after Bette Arnold signed that document, Steven Snider called and asked Ron Arnold if he had obtained a document from Bette. Ron acknowledged that he Bette had signed a document. Shortly thereafter, Ron met with Steven and Mary Snider at their home. A day later, he sent them a copy of Bette Arnold's signed statement. At that meeting, Ron Arnold reiterated to Steven and Mary Snider that he and Dorothy Arnold were the sole owners of the Permit, the cabin and the personal property, and that Bette's statement did not alter the Arnold's intention to continue to give permission to Sniders to use the cabin. Ron Arnold Aff., ¶19.

Later in July, 2005, after the meeting with Ronald Arnold, Mary Snider approached Bette F. Arnold and asked her to sign a second statement stating that Mary Snider had an ownership interest in the Permit and cabin as well. Bette F. Arnold refused to sign the document. Ron Arnold Aff., ¶20; Bette F. Arnold Aff., ¶8.

This lawsuit was instituted on November 27, 2009, almost 27 years after the Arnolds received sole title to the Permit and cabin, and four and ½ years after Bette Arnold executed a written statement declaring that she conveyed the Permit and cabin solely to the Arnolds. Complaint; Ron Arnold Aff., ¶21.

## II.

### ANALYSIS

#### A. Standard of Review

Summary judgment is appropriate where the record shows no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. I.R.C.P. 56(c). The principal purpose of the summary judgment rule is to isolate and dispose of factually unsupported claims. *Sparks v. St. Luke's Regional Medical Center*, 115 Idaho 505, 768 P.2d 768 (1988). Once a moving party submits evidence in support of its motion for summary judgment, the burden shifts to the nonmoving party to come forward with its own evidence to show that there is a genuine issue as to a material fact. I.R.C.P. 56(e) “[A] mere scintilla of evidence or only slight doubt as to the facts” is not sufficient to create a genuine issue for purposes of summary judgment. *Harpole v. State*, 131 Idaho 437, 439, 958 P.2d 594, 596 (1998). The nonmoving party “must respond to the summary judgment motion with specific facts showing there is a genuine issue for trial.” *Samuel v. Hepworth, Nungester, and Lezamiz, Inc.*, 134 Idaho 84, 87, 996 P.2d 303 (2000). The nonmoving party “must submit more than just conclusory assertions that an issue of material fact exists to withstand summary judgment.” *Jenkins v. Boise Cascade*, 141 Idaho 233, 238, 108 P.3d 380, 385 (2005); *Blickenstaff v. Clegg*, 140 Idaho 572, 577, 97 P.3d 439, 444 (2004). “Summary judgment is appropriate where a nonmoving party fails to make a showing sufficient to establish the existence of an element essential to its case when it bears the burden of proof.” *Id.*

### III

#### **THERE IS NO LEGAL OR FACTUAL BASIS FOR IMPOSITION OF A TRUST IN FAVOR OF THE PLAINTIFFS'**

Frances D. Arnold and Bette F. Arnold were the owners of a Term Special Use Permit for Forest Service land on which their cabin was located near Warm Lake, Idaho. Following Frances Arnold's death, the Permit and cabin became Bette F. Arnold's sole property. In February 1983, the Permit and cabin were transferred to Ronald and Dorothy Arnold. The U.S. Forest Service issued a new Term Special Use Permit solely in the names of Ronald and Dorothy Arnold. The Sniders' Complaint alleges that after Arnolds' acquired the Permit and cabin, they entered into an oral agreement with the Sniders for the Arnolds to hold title to the property for the mutual benefit of the Sniders and Arnolds. Complaint, ¶5.g. The Complaint alleges that, "A resulting trust has been created whereby the Special Use Permit and the improvements on the property have been and are held by defendants for the mutual benefit of plaintiffs and defendants." Complaint, ¶6.a.(i)

As set out below, neither the facts nor the law support the Sniders' claim that any trust was created, or that one should be imposed at law by the Court.

#### **A. No express resulting trust was created by the transfer of the Permit and the cabin to the Arnolds.**

In *Erb v. Kohnke*, 121 Idaho 328, 824 P.2d 903 (Idaho App.1992), the Court noted that a resulting trust arises only where the parties intent to create a trust may be reasonably presumed.

"In *Shurrum v. Watts*, 80 Idaho 44, 324 P.2d 380 (1958), our Supreme Court noted the typical situation where resulting trusts arise:

Where title to property is taken in the name of one party but the consideration is paid by another, a resulting trust arises in favor of the party who pays the consideration.

Generally an alleged beneficiary of a resulting trust is required to show by clear, cogent, and convincing evidence the underlying facts necessary to give rise to [a] resulting trust.

As a general rule, **a resulting trust arises only where such may reasonably be presumed to be the intention of the parties** as determined from the facts and circumstances existing at the time of the transaction. In *Creasman v. Boyle*, 31 Wash.2d 345, 196 P.2d 835, 840, the rule is stated:

" \* \* \* the whole doctrine of resulting trusts is founded upon the principle of a presumed intention to create a trust, and where the facts and circumstances are such as reasonably indicate an absence of such intention or indicate a contrary intention the principle should not be applied." 80 Idaho at 53, 324 P.2d at 385-86 (emphasis added)

The facts in our case do not support the imposition of an express resulting trust. First, no consideration was paid by the Sniders for transfer of the Permit or the cabin to the Arnolds. The Arnolds received the Permit and cabin as a gift from Bette F. Arnold, Ronald Arnold's step-mother. Bette F. Arnold was the owner of both the Permit and the cabin. Second, contrary to the Sniders' allegations, Bette Arnold did not enter into any agreement to create a trust at the time she transferred the Permit and cabin. When she relinquished her interest, she did not impose any obligation or requirement that Ronald Arnold share the use of the cabin with anyone. Affidavit of Bette F. Arnold, ¶6.

Bette Arnold did not have any intention to make Sniders co-owners of the Permit or cabin. In 1983, when she relinquished her ownership of the Permit and cabin to Ronald Arnold, it was Bette's intention "that Ronald Arnold would become the sole owner of the Permit, the cabin and all personal property, without any legal obligation to his sister Mary A. Snider as to its use." Affidavit of Bette F. Arnold, ¶4.

In February, 1983, Bette Arnold gifted her interest in the Permit, cabin and personal property on the premises to Ron and Dorothy Arnold. The five elements of a completed inter vivos gift were set out in *Estate of Lewis*, 97 Idaho 299, 302, 543 P.2d 852 (Idaho 1975):

“The essential elements of a 'gift inter vivos' are: (1) A donor competent to contract; (2) freedom of will of donor; (3) the gift must be complete and nothing left undone; (4) the property must be delivered by the donor and accepted by the donee; (5) the gift must go into immediate and absolute effect.’

All of the legal requirements for a completed transfer of the Permit and cabin to the Arnolds by gift were satisfied. The Arnolds accepted written title to the Permit, and were given immediate possession of the cabin and personal property by Bette Arnold, with her intent that title to the Permit, cabin and personal property should pass to them. As a result, in 1983, they became the owners of it.

There is no evidence that Ronald and Dorothy Arnold intended to create a trust either. The Permit Application supports the opposite conclusion. The Arnolds added Sniders’ names to the Application as a gesture of good faith. Ron Arnold Aff., ¶5. If Arnolds intended to take title to the Permit solely in their own names, but hold it for the benefit of themselves and the Sniders, the Permit Application would only have named Arnolds.

The conduct of the Arnolds and the Sniders following issuance of the Permit in Arnolds’ name and receipt of the letter from the District Ranger when the Permit was issued, supports the opposite conclusion as well. The letter stated that if they wanted to have multiple owners of the Permit and cabin they should create a legal document. Although Sniders knew that the Permit was issued solely in the Arnolds’ names, and the Ranger’s instruction, they never pursued the creation or execution of such a document and the Arnolds never signed one. The Sniders’ inaction could be treated as either a waiver, or an adoptive admission of the invalidity of their claims. The Sniders’ burden of proof is a heavy one.

In *Erb v. Kohnke*, *supra*, at 336, the Court noted:

“...the rule that “[t]here **must be clear, cogent, convincing evidence** to give rise to a resulting or constructive trust.” *Mollendorf v. Derry*, 95 Idaho 1, 5, 501 P.2d 199, 203 (1972) (citing *Shurrum v. Watts*, *supra*).”

Apart from their own uncorroborated testimony, Sniders have no evidence to support the claim that the Arnolds entered into an oral agreement in 1983 to create a trust. They cannot present a single document that refers to this alleged trust. Instead, they rely on the fact that Arnolds allowed them to use the cabin as the only evidence of their title claim. But permissive use of the cabin or acceptance of voluntary contributions to reimburse cabin expenses is not 'clear, cogent, convincing evidence' of the existence of an express trust agreement to grant ownership.

As the Court noted in *Bliss v. Bliss*, 20 Idaho 467, 119 P. 451 (1911), "The proof of intention to establish the trust must be unequivocal." The clear and convincing evidence standard required to establish the existence of such a trust is the same standard required to prove a claim of fraud. In *Matthews v. Boise City National Bank*, 40 Idaho 437, 233 P. 998 (1925), the Court declared that equivocal evidence is not sufficient to carry this heavy burden of proof.

"Slight circumstances or circumstances of an equivocal tendency, or circumstances of mere suspicion, leading to no certain results, are not sufficient to establish fraud. They must not be, when taken together and aggregated, consistent with an honest intent. If they are, the proof of fraud is wanting." (*Foster v. McAlester*, 114 F. 145, 52 C. C. A. 107; *Citizens' Bank v. Wilfong*, 66 W.Va. 470, 66 S.W. 636; *Tischler v. Robinson*, 79 Fla. 638, 84 So. 914.)

Sniders' permissive use of the cabin is not proof that Arnolds agreed to hold the property in trust for the Sniders' benefit. That evidence is purely equivocal. Bette Arnold testified that she transferred her interest to Ronald Arnold without imposing on him any legal obligation to share the cabin, but with the expectation that Ron would use his discretion and judgment in sharing the use of the cabin, consistent with the wishes of his father, Francis D. Arnold. Bette F. Arnold Aff., ¶ 4-6, Exh. A; Ron Arnold Aff., ¶5, 10, 13, 19, Exh. F. Ron



Arnold permitted his sister occasional use of the cabin solely to honor the wishes of his father and step-mother. He did not intend to give her title to the property, and permissive use does not prove that there was an agreement to make the Sniders co-owners of the property. Even Bette Arnold statement was purely precatory. It did not bind Ron Arnold in the exercise of his discretion. Thus, in *Bliss v. Bliss*, *supra* @ 467, the Court declared:

“3. Vague and indefinite expressions, or mere words of recommendation or sentiment, will not be held to create a trust or define its scope. The proof of intention to establish a trust must be unequivocal.”

*See also, Estate of Reinwald, Old Natl Bank of Washington v. Tate*, 122 Idaho 401, 834 P.2d 1317 (1992) (“...the district court ruled that Reinwald’s statement to Tate to share the proceeds of the CD did not create a trust since it was no more than a request or an expectation as shown by the precatory words used.”)

This case will be tried to the Court. Therefore, this Court is entitled to consider the undisputed evidence and grant summary judgment to the Arnolds based on the most probable inferences from that evidence. As the Court noted in *P.O. Ventures v. Loucks Family Irrevocable Trust*, 144 Idaho 233, 159 P.3d 870 (2007):

When an action, as here, will be tried before the court without a jury, the trial court as the trier of fact is entitled to arrive at the most probable inferences based upon the undisputed evidence properly before it and grant the summary judgment despite the possibility of conflicting inferences. *Intermountain Forest Management*, 136 Idaho at 235, 31 P.3d at 923. Resolution of the possible conflict between the inferences is within the responsibilities of the fact finder. *Cameron v. Neal*, 130 Idaho 898, 900, 950 P.2d 1237, 1239 (1997).

Since 1983, the Arnolds have held title to the Permit and controlled the possession and use of the cabin. There is no documentary evidence of any trust agreement, and the claimed Trustors deny any intent to create an oral trust. The Sniders have enjoyed permissive use of the property at the discretion of the Arnolds. The most probable inference from these facts is that no trust was created. Summary judgment should be granted to the Arnolds.

**B. There is no legal basis to raise a constructive trust in favor of the Sniders.**

Although the words "constructive trust" do not appear in their allegations, the Sniders have alleged a beneficial ownership interest in the Arnolds' property and request the Court to grant equitable relief. That may be interpreted as a request for imposition of a constructive trust. There are, however, no facts that justify imposition of a constructive trust in this case.

As the Supreme Court noted in *Erb v. Kohnke*, *supra*, at 336, wrongful conduct by the Defendant must be present in order to apply the constructive trust doctrine.

"The district court also cited *Witt v. Jones*, 111 Idaho 165, 722 P.2d 474 (1986) and *Klein v. Shaw*, 109 Idaho, 237, 706 P.2d 1348 (Ct.App.1985). In *Witt*, the district court denied relief to the plaintiff seeking imposition of a constructive trust. In affirming the trial court, the Supreme Court stated:

A constructive trust arises where legal title to property has been obtained through actual fraud, misrepresentations, concealments, taking advantage of one's necessities, or under circumstances otherwise rendering it unconscionable for the holder of legal title to retain beneficial interest in the property. *Davenport v. Burke*, 30 Idaho 599, 167 P. 481 (1917). 111 Idaho at 168, 722 P.2d at 477. The Court held that the plaintiff had failed to plead fraud sufficiently, and then added: "Finally, appellant's complaint fails to allege facts of nonfraudulent but otherwise wrongful conduct which would support creation of a constructive trust." *Id.* at 169, 722 P.2d at 478 (emphasis added). In *Klein v. Shaw*, *supra*, where a constructive trust was upheld on appeal, the "wrongful conduct" element was present.

However, in the case of *Watts*, *supra*, the wrongful conduct was missing. The Court held it was essential for the application of the constructive trust doctrine. While appellant asserts the creation of a constructive trust, nevertheless the evidence fails to show that respondent obtained any of the properties by violation of confidence or fiduciary relationship, or other unconscionable or fraudulent manner. 80 Idaho at 53, 324 P.2d at 385 (emphasis added).

From our analysis of the cases cited above, we conclude that the district court erred in imposing a constructive trust under the facts of this case. While the evidence would support a finding that Sarah was in a confidential or fiduciary relationship with Willis, *Claunch v. Whyte*, 73 Idaho 243, 249 P.2d 915 (1952); *Mollendorf v. Derry*, *supra*, the evidence and the court's findings do not show any violation of that relationship or any other wrongful or unconscionable conduct on Sarah's part which would justify imposing a constructive trust."

In 1983, Bette F. Arnold freely and voluntarily transferred her property interest to Ronald Arnold and Dorothy Arnold. She has clearly set out those facts in her Affidavit.

Arnolds did not engage in any wrongful or unconscionable conduct in acquiring or holding title to the Permit, the cabin or personal property. Arnolds have given permission to Sniders to use the cabin and allowed them to use it for twelve weeks every year for the past 27 years.

Likewise, there is no evidence to support Sniders' claim that the Arnolds have been unjustly enriched by accepting Sniders' contributions to reimburse some of their cabin expenses. The Arnolds have allowed Sniders use of the cabin for twelve weeks each year (84 days) for each of the past 27 years. Cabins in the area rent for more than \$100/day. Christ Troupis Aff., ¶5, Exh. C.

Sniders have received at least \$8,400 in value each year for the past 27 years, a total of \$226,800.00. They have documented contributions for expenses totaling only \$4,614.08. They wrote two additional checks to the Arnolds for \$1,200 that were returned uncashed. Christ Troupis Aff., ¶3, Exh. A.

The Arnolds have documented expenses that they have incurred and paid for the cabin of \$35,100.65, not including a number of construction projects undertaken by Ron Arnold. Christ Troupis Aff., ¶4, Exh. B.

There is simply no proof that Arnolds were unjustly enriched by receipt of Sniders' payments.

**C. No express trust was created on transfer of the Permit to the Arnolds.**

The Plaintiffs have alleged that a "resulting trust was created" when the Arnolds took title to the Permit, cabin and other personal property. They have also alleged that this trust was created by express agreement: "By agreement of the parties, it was decided that the permit would be placed in the names of Ronald D. Arnold and Dorothy A. Arnold, with the understanding that it was being held for the mutual benefit of all parties, including Steven J.

and Mary A. Snider.” Complaint, ¶ 5.g. The Sniders have therefore alleged that the ‘resulting trust’ was in fact an express trust created in February, 1983. However, an express trust cannot be created without the manifested intention of the settlor to create it.

In *Garner v. Andreason*, 96 Idaho 306, 308, 527 P.2d 1266 (1974), the Court declared:

"An express trust is created only if the settlor manifests an intention to create a trust. This manifestation of intention requires no particular words or conduct; the settlor simply must evidence his intention, upon transferring the property, or res, to the trustee, that the trustee will hold the res for the benefit of a third person, the beneficiary."

The first question to resolve is the identity of the settlor of the alleged oral trust, Bette Arnold, or Ronald and Dorothy Arnold. Bette Arnold was the owner of the Permit and cabin when they were transferred to the Arnolds in 1983. As noted above, when she transferred this property to Ronald Arnold, Bette Arnold did not have any intention to create a trust, or any intention that Ronald Arnold would hold the Permit, cabin or other personal property for the benefit of the Sniders. Therefore, no trust could have arisen if Bette was the alleged settlor.

If Sniders contend that Ronald and Dorothy Arnold were the settlors of the alleged oral trust, they must first concede that Ronald and Dorothy Arnold became the sole owners of the Permit and the cabin when Bette relinquished her interest in the Permit and it was issued to the Arnolds in February, 1983. If the Arnolds were not the owners of the property, they could not be the settlors of the alleged oral trust.

As we have noted above, the Sniders must present “**clear, cogent, convincing evidence**” to prove the existence of the alleged oral trust. *Erb v. Kohnke, supra*, at 336.

However, the Sniders do not have any evidence, let alone ‘clear, cogent and convincing evidence.’ The Arnolds have not created or signed any document that makes

reference to the alleged trust, and the Arnolds deny its existence. Nor can Sniders produce any other document that supports the creation of such a trust.

The Court in *Bliss v. Bliss*, *supra* at 476, 119 P. at 454 noted that in order to create a trust, there must also be "certainty as to the property to be subjected to the trust . . . the cestuis que [(beneficiaries of the)] trust . . . the terms of the trust . . . the use to which the trust fund is to be applied, and the manner in which it is to be used."

The Plaintiffs cannot present evidence sufficient to establish the creation or the required terms of an express trust. There is no evidence of the terms of the trust, the beneficiaries respective rights to use of the property, or their obligations under the trust. The alleged oral trust fails for lack of certainty.

**D. The Application for issuance of the Permit does not support Sniders' trust ownership claims.**

The Sniders cannot present this Court with any document signed by the Arnolds in the past 27 years that purports to grant Sniders an ownership interest in the Permit, cabin or personal property, or that acknowledges the existence of such an interest, because no such document exists. The January, 1983 Application is not such a document.

First, the Arnolds added Sniders' names to the Application for issuance of the Special Use Permit in February 1983 only as an accommodation to them. But the addition of the Sniders' names to the Application did not conform to Bette Arnold's intent that Ronald Arnold have sole ownership of the Permit and cabin, and Bette Arnold was the sole owner of the Permit at the time that the Application was submitted to the U.S. Forest Service.

Second, the Application has no legal effect. It was merely a request to the U.S. Forest Service to issue a new Permit in the joint names of the parties. That request was denied by

the U.S. Forest Service. The Term Special Use Permit was issued by the U.S. Forest Service on February 15, 1983 in the names of Ronald Arnold and Dorothy Arnold.

Third, the Application is not part of the chain of title to the Permit. There was no gap in the chain of ownership of the Permit. The Permit issued to Ronald and Dorothy Arnold on February 15, 1983 states at Paragraph 43 "This permit supersedes a special-use permit designated: Arnold, F.D., recreation residence, dated February 14, 1978."

#### **IV**

#### **THE PLAINTIFFS' EXPRESS AND IMPLIED ORAL CONTRACT CLAIMS ARE BARRED BY THE STATUTE OF FRAUDS**

**A. Any purported oral agreement, express or implied, is barred by the statute of frauds.**

There is no dispute that the Term Special Use Permit ("the Permit") was issued solely in the names of Ronald Arnold and Dorothy Arnold on February 15, 1983, and they have been the sole holders in title to the Permit ever since that date. The Plaintiffs have alleged in their Verified Complaint that when the Permit was issued to the Arnolds instead of jointly to the Arnolds and Sniders [as set out in the Application], the Arnolds and Sniders entered into an oral agreement that the Arnolds would hold title to the Permit in their names, but for the mutual benefit of all of the parties, including the Sniders. Complaint, ¶ 5.g. The Plaintiffs have also alleged that they have a right to a one-half interest in the Permit, cabin and improvements because an implied in fact contract existed based upon the conduct of the parties in sharing expenses for the cabin. ¶6.a.(iv).

The Arnolds categorically deny that they entered into any agreement with the Sniders for co-ownership of the Permit, the cabin or the personal property. Ron Arnold has given

permission to the Sniders to use the cabin periodically in deference to his father's wishes, but he did not agree to share ownership of the property with them.

Moreover, at the time that the Permit was issued solely to the Arnolds, the District Ranger informed the parties that if it was their intention to establish mutual ownership of the Permit, they should create a legal document to show that they had an interest in the cabin. The Arnolds informed the Sniders of these facts in February, 1983. However, the parties never prepared or signed any written document regarding the Sniders' purported interest in the premises. The Sniders cannot dispute their knowledge of issuance of the Permit solely in the Arnolds' names and the Ranger's letter because without knowledge of these documents, they would never have contemplated the need for an alleged oral agreement to establish a trust. The Application contemplated that the Permit would be issued in all of their names.

Three types of contractual arrangements are recognized in the law. The first two, express and implied in fact contracts, refer to actual agreements, while the third is simply an equitable obligation imposed by law. As the Court noted in *Continental Forest Products v. Chandler Supply Co.*, 95 Idaho 739, 743, 518 P.2d 1201 (1974):

Basically the courts have recognized three types of contractual arrangements. Restatement of Contracts, § 5, comment a, at p. 7 (1932); 3 Corbin on Contracts, § 562 at p. 283 (1960). First is the express contract wherein the parties expressly agree regarding a transaction. *Alexander v. O'Neil*, 77 Ariz. 316, 267 P.2d 730 (1954). Secondly, there is the implied in fact contract wherein there is no express agreement but the conduct of the parties implies an agreement from which an obligation in contract exists. *Clements v. Jungert*, 90 Idaho 143, 408 P.2d 810 (1965). The third category is called an implied in law contract, or quasi contract. However, a contract implied in law is not a contract at all, but an obligation imposed by law for the purpose of bringing about justice and equity without reference to the intent or the agreement of the parties and, in some cases, in spite of an agreement between the parties.

The only difference between an express contract and an implied in fact contract is the manner in which the agreement of the parties is established. Thus, the Court in *Clements v. Jungert*, 90 Idaho 143, 153, 408 P.2d 810 (1965), noted:

An implied contract is one, the existence and terms of which are manifested by the conduct of the parties, with the request of one party, and performance by the other party often being inferred from the circumstances attending the performance. *Beatrice Foods Co. v. Gallagher*, 47 Ill.App.2d 9, 197 N.E.2d 274 (1964); *Tustin Elevator & Lumber Company v. Ryno*, 373 Mich. 322, 129 N.W.2d 409 (1964); *City of Pasadena v. Los Angeles County*, 118 Cal.App.2d 497, 258 P.2d 28 (1953); *In re Langdon's Estate*, 165 Kan. 267, 195 P.2d 317 (1948).

Even if there was such an oral agreement as alleged by the Plaintiffs, whether express or implied in fact, that agreement violated the Statute of Frauds, and on that basis summary judgment should be granted to Arnolds. The Idaho Statute of Frauds provides:

**9-505. CERTAIN AGREEMENTS TO BE IN WRITING**

In the following cases the agreement is invalid, unless the same or some note or memorandum thereof, be in writing and subscribed by the party charged, or by his agent. Evidence, therefore, of the agreement cannot be received without the writing or secondary evidence of its contents:

1. An agreement that by its terms is not to be performed within a year from the making thereof....
4. An agreement for the leasing, for a longer period than one (1) year, or for the sale, of real property, or of an interest therein, and such agreement, if made by an agent of the party sought to be charged, is invalid, unless the authority of the agent be in writing, subscribed by the party sought to be charged.

The Court in *Hettinga v. Sybrandy*, 126 Idaho 467, 469, 886 P.2d 772 (1994) set out the proof requirements to establish an oral trust in real property. That Court declared:

Idaho law presumes that the holder of title to property is the legal owner of that property. *Russ Ballard & Family Achievement Inst. v. Lava Hot Springs Resort, Inc.*, 97 Idaho 572, 579, 548 P.2d 72, 79 (1976). The Idaho statute of frauds requires that all interests in real property must be accomplished through a writing, signed by the party granting the interest or that party's agent. I.C. § 9-503. Although a trust in real property can arise by implication or operation of law without such a writing, I.C. § 9-



504, a person claiming ownership through such a trust " 'must establish such claim by evidence that is clear, satisfactory and convincing.' " Russ Ballard, 97 Idaho at 579, 548 P.2d at 79 (quoting *In re Capolino's Estate*, 94 Cal.App.2d 574, 577, 210 P.2d 850, 852 (1949)). The determination of whether such evidence has been presented is a question of fact to be determined by the trial court, and that court's findings will be disturbed only if they are clearly erroneous. *Jolley v. Clay*, 103 Idaho 171, 176, 646 P.2d 413, 418 (1982).

The Permit was issued to Ronald and Dorothy Arnold on February 15, 1983 for a period of ten years, ending on December 31, 1993. Affidavit of Ronald Arnold, ¶ , Exhibit A, pg. 4, ¶ 31. The Sniders allege a purported agreement that arose either by express agreement, or by conduct, under which the Arnolds have purportedly held title to the Permit, the cabin and personal property for the mutual benefit of the Arnolds and the Sniders during the initial ten-year term of the Permit, and thereafter, under subsequently issued Permits up to the present date, a total of twenty seven (27) years. Sniders allege that this agreement continues for the next eighteen (18) years, during the term of the current Permit issued January 8, 2009 until it terminates on December 31, 2028. Whether characterized as an express oral agreement, or an implied in fact agreement, both of these purported agreements are invalid as violative of the Statute of Frauds, as noted above, because the agreement 'is not to be performed within a year from the making thereof.'

Even if the Plaintiffs characterize their voluntary contributions to cabin expenses as 'part performance,' it does not take the purported implied in fact contract out of the operation of the Statute of Frauds. As the Court declared in *Burton v. Atomic Workers Federal Credit Union*, 119 Idaho 17, 20, 803 P.2d 518 (1990)

Burton further argued to the trial court that the statute of frauds did not apply to this case because Burton had partially performed the contract, i.e., she worked at the Credit Union. However, in *Allen v. Moyle*, 84 Idaho 18, 367 P.2d 579 (1961), we rejected this argument.

[T]he equitable doctrine of part performance is not applicable to a contract ... within the statute of frauds.... The mere part performance of such a contract does not take it out of the operation of the statute or permit a recovery under the contract for any part of the contract remaining executory.... [T]o hold that part performance is performance would be a nullification of the statute. 84 Idaho at 23, 367 P.2d at 582 (quoting 49 AM.JUR. § 497, at 798); *Frantz v. Parke*, 111 Idaho 1005, 1009, 729 P.2d 1068, 1072 (1986); see also, FARNSWORTH, CONTRACTS § 6.9, at 424 (1982).

**The Application does not satisfy the Statute of Frauds.**

The Statute of Frauds states that "...the agreement is invalid, unless the same or some note or memorandum thereof, be in writing and subscribed by the party charged." The only document subscribed by the Arnolds that refers to the Sniders and the Permit is the January, 1983 Application for issuance of the February, 1983 Permit. The Arnolds contend that they added the Sniders' names to the Application solely as an accommodation. Sniders contend that the Application is proof that the Arnolds intended for Sniders to be named as additional owners of the Permit. The Court does not have to determine which of these contentions is true in order to grant summary judgment to Arnolds because the Application does not satisfy the Statute of Frauds requirement of a written memorandum under either scenario. The Application is not a "note or memorandum" of an agreement to create an oral trust under which Arnolds would hold title in their sole names for the mutual benefit of themselves and the Sniders. In fact, the Application supports the opposite conclusion – that the parties intended for the Permit to be issued with all of their names on it. If we assume *arguendo* that is the case [as opposed to Arnold's contention that Sniders' names were added just as an accommodation], the Application merely proves that Arnolds intended for Sniders to be named on the Permit with them, not that they intended to create a trust for Sniders' benefit.

Sniders allege that the parties entered into the oral agreement to create a trust only after the terms of the Application were rejected by the U.S. Forest Service. Therefore, the

Application could not be a 'note or memorandum' of the alleged trust agreement, because the parties could not have had a trust agreement in contemplation until they were informed that the Forest Service had rejected the Application to put all of their names on the Permit.

If the parties had agreed to set up the oral trust when the Application was submitted, the Application would have only included the Arnold's names on it. The alleged oral agreement only arose after the Application was rejected as to the Sniders. Therefore, the Application does not constitute a 'note or memorandum' of the alleged trust agreement, and does not satisfy the requirement of the Statute of Frauds. The alleged oral trust agreement, whether it is alleged to have arisen by express agreement, or by the conduct of the parties, violates the Statute of Frauds and is therefore invalid. Summary judgment should be granted to the Arnolds.

**B. Plaintiffs' claims that both an express and implied in fact contract existed are inconsistent and irreconcilable.**

The Idaho Court of Appeals noted in *Estate of Boyd*, 134 Idaho 669, 8 P.3d 664 (Idaho App. 2000):

Where an express contract exists, an implied contract between the same parties for the same contractual purpose is precluded from enforcement. *Triangle Mining Co. v. Stauffer Chemical Co.*, 753 F.2d 734, 742 (9th Cir.1985); *Jones v. University of Central Oklahoma*, 910 P.2d 987, 990 (Okla.1995); *see also Idaho Lumber, Inc. v. Buck*, 109 Idaho 737, 744, 710 P.2d 647, 654 (Ct.App.1985); *Marshall v. Bare*, 107 Idaho 201, 205, 687 P.2d 591, 595 (Ct.App.1984).

The Plaintiffs' verified allegation that there was an express oral agreement between the parties is inconsistent with the claim that a contract arose by reason of their conduct in sharing expenses in the absence of an express oral agreement. Moreover, if there was an express oral agreement, it precludes enforcement of an implied in fact contract.

V

**PLAINTIFFS' CLAIMS ARE BARRED  
BY THE APPLICABLE STATUTES OF LIMITATION**

The Plaintiffs have alleged that in February, 1983 the parties entered into an oral agreement to create a trust for the purpose of holding title to the Permit, cabin and other personal property on the premises. They alleged that by reason of this oral agreement, "A resulting trust has been created whereby the Special Use Permit and the improvements on the property have been and are held by defendants for the mutual benefit of plaintiffs and defendants." Complaint, ¶ 6(i).

The Court in *Brasch v. Brasch*, 55 Idaho 777, 784, 47 P.2d 676 (1935) held that in the case of an express trust, the four (4) year statute of limitations of Idaho Code §5-224 applies. Further, in order to start the running of the limitations period, the trust must be terminated or repudiated by the trustee. In the case of a resulting or constructive trust which is originated not by agreement, but by the wrongful conduct of a trustee, the statute is three (3) years under Idaho Code §5-218 and runs from the date of its inception because that is when the fraud or conversion was committed.

An action for breach of an oral contract must be brought within four (4) years. Idaho Code §5-217.

The statute of limitations for any claim raised by the Sniders began to run on February 15, 1983. On that date, when the Permit was originally issued to Ronald and Dorothy Arnold, the Arnolds notified the Sniders that the U.S. Forest Service recognized only the Arnolds as the legal owners of the Permit, and that if they intended to make a claim of co-ownership interest in the Permit, cabin and other personal property, that they and the Arnolds had to sign a legal document memorializing that interest. Sniders did nothing in

response to the information in the Ranger's letter or the issuance of the Permit in Arnolds' names alone. No document was ever prepared or executed by the parties.

Assuming that the applicable limitations period is the four (4) year statute, it still ran out on the Sniders' claims over twenty-three (23) years ago. That was the date on which the Sniders knew that the Arnolds did not intend to sign a written agreement granting them co-ownership of the Permit.

Even if we assume for arguments' sake that Sniders were blissfully unaware of the facts for the past 27 years of Arnold's exclusive control and title to the Permit and cabin, the Sniders cannot deny that in July, 2005, they were again informed in no equivocal terms that the Arnolds rejected their claims. Since the lawsuit was not filed until November 27, 2009, four and a half years later, Sniders' claims are time-barred.

The following series of events gave rise to the July, 2005 meeting. At some time prior to June, 2005, Steven Snider informed Ronald Arnold that Snider met with Mark Bingman, a U.S. Forest Service Ranger, and asked him questions about the ownership of the cabin and Permit. Steven Snider advised Ronald Arnold that Bingman told him that the Forest Service had no record in its file of the cabin being transferred from Bette Arnold. Snider advised Ron Arnold that he should ask Bette Arnold to provide a document that confirmed that the cabin had been transferred with the Permit.

After talking with Steve Snider, Ron Arnold talked to Ranger Bingman and asked him if they needed a statement from Betty in the Forest Service's Permit file to clarify the Arnold's sole ownership of the cabin. Bingman responded that, "It would be good if you had something." Ranger Bingman then asked Ron the question, "Is there an ownership dispute between you and the Sniders?" Ron answered that he didn't think so. In response to his

conversation with Ranger Bingman, Ron Arnold had Dorothy ask Bette Arnold to provide a statement clarifying her transfer of the cabin and personal property with the Permit to the Arnolds in 1983.

On June 9, 2005, Bette F. Arnold executed a written document that confirmed that she had transferred the cabin and other personal property located on the premises to Ronald D. Arnold. That bill of sale stated, "I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property."

In July, 2005, within a couple of weeks after Bette Arnold signed the document regarding transfer of the cabin and personal property to Ronald Arnold, Steve Snider called him and asked if he had obtained a statement from Bette. In response, Ron Arnold met with Steve and Mary Snider at their home. The next day he sent them a copy of Bette Arnold's signed statement. At that meeting, Ronald Arnold reiterated to them that he and Dorothy Arnold were the sole owners of the Permit, the cabin and the personal property, but notwithstanding Bette's statement, the Arnolds intended to continue to give permission to Sniders to use the cabin.

Shortly after the meeting with Ronald Arnold, in or about July, 2005, Mary Snider approached Bette F. Arnold and asked her to sign a document stating that Mary Snider had an ownership interest in the Permit and cabin. Bette F. Arnold refused to sign the document because she had previously transferred the ownership of the premises -- the Permit, cabin, and personal property -- solely to Ronald Arnold. Affidavit of Bette F. Arnold, ¶ 7-8.

This lawsuit was commenced on November 27, 2009, four (4) years and five (5) months after Ron Arnold met with Sniders and gave them a copy of Bette Arnold's written


statement. Shortly thereafter, Bette Arnold declined to sign the ownership document proposed by Mary Snider. The claims in this lawsuit are barred by the applicable Statutes of Limitation.

### **CONCLUSION**

For all of the reasons set out above, summary judgment should be entered in favor of the Defendants, Ronald Arnold and Dorothy Arnold and against the Plaintiffs Steven J. Snider and Mary A. Snider.

Dated: August 17, 2010

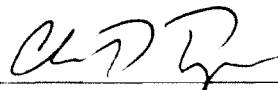
TROUPIS LAW OFFICE, P.A.

  
\_\_\_\_\_  
Christ T. Troupis  
Attorney for Defendants

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 2010, I served a true and correct copy of Defendants' Memorandum in Support of Motion for Summary Judgment by U.S. Mail, first class postage prepaid, addressed as follows:

Michael G. Pierce  
Attorney At Law  
P.O. Box 1019  
Cascade, Idaho 83611

  
\_\_\_\_\_  
Christ T. Troupis



CHRIST T. TROUPIS  
TROUPIS LAW OFFICE , PA  
1299 E. Iron Eagle, Ste 130  
PO Box 2408  
Eagle, Idaho 83616  
Telephone: 208/938-5584  
Facsimile: 208/938-5482  
Email: [ctroupis@trouplaw.com](mailto:ctroupis@trouplaw.com)

ARCHIE N. BANBURY, CLERK  
BY T. B. B. DEPUTY

AUG 18 2010

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed \_\_\_\_\_ A.M. 12:55 P.M.

*Attorney for Defendants and Counterclaimants*  
*Ronald D. Arnold and Dorothy A. Arnold*

**DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY**

**STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,**

**Plaintiffs,**

**vs.**

**RONALD D. ARNOLD and  
DOROTHY A. ARNOLD, Husband  
and Wife,**

**Defendants.**

**RONALD D. ARNOLD and  
DOROTHY A. ARNOLD, Husband  
and Wife,**

**Counterclaimant,**

**vs.**

**STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,**

**Counterdefendants.**

**Case No. CV-2009-549C**

**STATEMENT OF UNDISPUTED  
MATERIAL FACTS IN SUPPORT  
OF DEFENDANT'S MOTION  
FOR SUMMARY  
JUDGMENT**

## **I.**

### **STATEMENT OF UNDISPUTED FACTS**

1. This case involves the ownership of a Term Special Use Permit, together with a cabin and other improvements, situated "on .50 acres of land owned by the United States Department of Agriculture, Forest Service, described as Lot 2 of the Paradise Valley Tract, Valley County, Idaho." ("the premises") Complaint, par. 3.

2. The Term Special Use Permit was held by Frances D. Arnold and Bette F. Arnold, husband and wife prior to October 22, 1982, when Frances D. Arnold died. Ron Arnold Aff., ¶2.

3. On Frances D. Arnold's death, ownership of the cabin and Term Special Use Permit passed to Bette F. Arnold, his surviving spouse. Thereafter, until February 15, 1983, Bette F. Arnold was the sole holder of the Term Special Use Permit. Ron Arnold Aff., ¶2, 3; Bette F. Arnold Aff., ¶3.

4. On January 6, 1983, Bette F. Arnold signed a Request for Termination of the special use permit previously issued to herself and Frances D. Arnold, and Application for issuance of a new Term Special Use Permit for the premises to Ronald Arnold and Dorothy Arnold. A true and accurate copy of that Request and Application is attached to the Affidavit of Ronald D. Arnold as Exhibit A. Ron Arnold Aff., ¶4; Bette F. Arnold Aff., ¶4.

5. When Bette F. Arnold signed the Request for Termination of special use permit and Application for issuance of a new Term Special Use Permit, the names of the Plaintiffs, Steven and Mary Snider, were not on the document. As an accommodation, Ronald Arnold and Dorothy Arnold added the names of the Plaintiffs, Steven J. Snider and Mary A. Snider to the January 6, 1983 Application for issuance of a Term Special Use Permit

that had previously been signed by Bette F. Arnold. Ron Arnold Aff. ¶5; Bette F. Arnold Aff., ¶9; Exh. B.

6. At the time she executed the Request for Termination of the Special Use Permit and Application for issuance of a new Term Special Use Permit, Bette F. Arnold intended to convey her interest in the premises solely to her step-son, Ronald Arnold, without any legal obligation to his sister Mary A. Snider, as to its use. Bette F. Arnold Aff., ¶ 4, 9, Exhibits A and B.

7. When she relinquished her interest in the Term Special Use Permit and authorized the conveyance of her interest to Ronald Arnold, Bette F. Arnold intended that Ronald Arnold would not have any legal obligation or requirement to share use of the premises with anyone, but that the decision as to whether use would be shared, and if so, under what conditions, would be entirely within Ronald Arnold's discretion and judgment. Bette F. Arnold Aff., ¶ 4, 9, Exhibits A and B.

8. Although Frances D. Arnold expressed his wishes for use of the cabin and Permit in his Last Will and Testament, Ron Arnold did not inherit the Permit and cabin and personal property, but acquired them from his step-mother, Bette F. Arnold, after Frances D. Arnold's death. Bette F. Arnold Aff., ¶5.

9. The U.S. Forest Service issued the Term Special Use Permit solely to Ronald Arnold and Dorothy Arnold on or about February 7, 1983, which was accepted by Ronald and Dorothy Arnold on February 9, 1983, and approved by the U.S. Forest Service on February 15, 1983. Ron Arnold Aff., ¶6, Exhibit B.

10. On or about February 7, 1983, Charles G. Jones, District Ranger for the U.S. Forest Service, Cascade Ranger District, sent a letter to Ronald Arnold in which he explained

that the U.S. Forest Service had adopted a policy that, "A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife." Ron Arnold Aff., ¶7, Exhibit C.

11. The District Ranger stated in his letter that "Perhaps you can solve the problem with some type of legal document which shows that more than one person has an interest in the cabin." Ron Arnold Aff., ¶8, Exhibit C.

12. When he received the February 7, 1983 letter from District Ranger Charles G. Jones and the Permit issued in the names of Ronald Arnold and Dorothy Arnold, Ronald Arnold informed Steven and Mary Snider. He did not have any discussion with the Sniders about creating a legal document as suggested by the Ranger, nor have the Arnolds ever had such a conversation since then. The Sniders did not ask Ron Arnold to draft up any document. However, when he met with the Sniders, he told them that, even though the Arnolds were the sole owners of the Permit and cabin, that they I would give the Sniders permission to continue to use the cabin. Ron Arnold Aff., ¶9.

13. Ronald Arnold and Dorothy Arnold did not enter into any agreement with the Steven J. Snider and Mary A. Snider hold the Permit for their mutual benefit or to create a trust. Ron Arnold Aff., ¶10.

14. Ronald Arnold and Dorothy Arnold have continuously held the Term Special Use Permit for the premises from February 15, 1983 to the present date, and are the current holders of the Term Special Use Permit for the premises issued by the U.S. Forest Service, expiring December 31, 2028." Complaint, Par. 4; Ron Arnold Aff., ¶12, Exhibits B, D, & E.

15. Ronald Arnold and Dorothy Arnold have never executed any legal document that purported to grant to or memorialized in the Plaintiffs any common ownership interest in the premises. The Plaintiffs have never, prior to the institution of this lawsuit, asked Ronald and Dorothy Arnold to execute any legal document granting to or memorializing such an interest in the Plaintiffs. Ron Arnold Aff., ¶11.

16. At various times from February 15, 1983 to the present date, Ronald and Dorothy Arnold have given the Sniders permission to use the premises. The Arnolds have set the times and conditions of the Sniders' use. The Sniders have always used the cabin in accordance with the schedule and conditions imposed by the Arnolds. Ron Arnold Aff., ¶13.

17. Since 1983, Arnolds have allowed Sniders to use the cabin approximately twelve weeks every year. Ron Arnold Aff., ¶13.

18. Sniders have voluntarily contributed to payment of some of the maintenance expenses of the cabin, although the Arnolds have never required such payments as a condition to granting them permission to use the premises on occasion. Ron Arnold Aff., ¶14.

19. Sniders have documented contributions to cabin expenses totaling \$4,614.08. Arnolds have documented cabin expenses totaling \$35,100.65. Christ Troupis Aff., ¶3,4, Exh. A, B.

20. At some time prior to June, 2005, Steven Snider informed Ronald Arnold that Sniders met with Mark Bingman, a U.S. Forest Service Ranger and asked him questions about the ownership of the cabin and Permit. Steven Snider advised Ronald Arnold that Bingman told him that the Forest Service had no record in its file of the cabin being transferred from Bette Arnold. Steven Snider advised Ronald Arnold that he should ask Bette

Arnold to provide a document that confirmed that the cabin had been transferred with the Permit. Ron Arnold Aff., ¶16.

21. Following that conversation with Steven Snider, Ronald D. Arnold met with Ranger Bingman. He said it would be a good idea to have something in the file that showed that Bette Arnold was no longer the owner of the cabin. He also asked Ron Arnold if there was a dispute between the Arnolds and the Sniders over our ownership of the cabin. Ron told him he didn't think so. Ron Arnold Aff., ¶17.

22. Following his conversation with Steven Snider and Ranger Bingman, Ronald Arnold asked Bette Arnold to provide a document memorializing the transfer of the cabin and personal property. On June 9, 2005, Bette F. Arnold executed a written document that confirmed the transfer of the cabin and other personal property located on the premises to Ronald D. Arnold. That document stated, "I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property." Ron Arnold Aff., ¶18.

23. In July, 2005, within a couple of weeks after Bette Arnold signed the document regarding transfer of the cabin and personal property to Ronald Arnold, Steven Snider called and asked Ron Arnold if he had obtained a document from Bette. Ron acknowledged that he Bette had signed a document. Shortly thereafter, Ron met with Steven and Mary Snider at their home. A day later, he sent them a copy of Bette Arnold's signed statement. At that meeting, Ron Arnold reiterated to Steven and Mary Snider that he and Dorothy Arnold were the sole owners of the Permit, the cabin and the personal property, and

that Bette's statement did not alter the Arnold's intention to continue to give permission to Sniders to use the cabin. Ron Arnold Aff., ¶19.

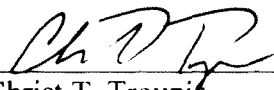
24. Later in July, 2005, after the meeting with Ronald Arnold, Mary Snider approached Bette F. Arnold and asked her to sign a second statement stating that Mary Snider had an ownership interest in the Permit and cabin as well. Bette F. Arnold refused to sign the document. Ron Arnold Aff., ¶20; Bette F. Arnold Aff., ¶8.

25. The document executed by Bette F. Arnold on June 9, 2005 included certain precatory language that followed the statement set out above. It stated, "This transfer is in agreement with the intentions of my late husband, Francis Doyle Arnold. Further, his intent was that the cabin and property be shared with Mary A. Snider (sister of Ronald D. Arnold.) When Bette Arnold transferred her interest in the Permit, cabin and property to Ron Arnold, she did not impose any legal obligation or requirement that he share the use of the Permit, cabin and property with the Sniders. Bette F. Arnold Aff., ¶6, Exh. A.

26. This lawsuit was instituted on November 27, 2009 by the filing of a Complaint by Steven J. Snider and Mary A. Snider. Complaint; Ron Arnold Aff., ¶21.

Dated: August 17, 2010

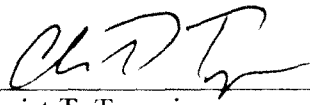
TROUPIS LAW OFFICE, P.A.

  
Christ T. Troupis  
Attorney for Defendants

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17 day of August, 2010, I served a true and correct copy of Defendants' Statement of Undisputed Material Facts in Support of Motion for Summary Judgment by U.S. Mail, first class postage prepaid, addressed as follows:

Michael G. Pierce  
Attorney At Law  
P.O. Box 1019  
Cascade, Idaho 83611

  
\_\_\_\_\_  
Christ T. Troupis



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1299 E. Iron Eagle, Ste 130  
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Eagle, Idaho 83616  
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Facsimile: 208/938-5482  
Email: [ctroupis@troupislaw.com](mailto:ctroupis@troupislaw.com)

*Attorney for Defendants Ronald D. Arnold  
And Dorothy A. Arnold*

ARCHIE N. DANBURY, CLERK

By *A. Garrison* Deputy

AUG 18 2010

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_

Filed \_\_\_\_\_ A.M. 12:55 P.M.

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
STATE OF IDAHO, IN AND FOR VALLEY COUNTY**

**STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,**

**Plaintiffs,**

**vs.**

**RONALD D. ARNOLD and  
DOROTHY A. ARNOLD, Husband  
and Wife,**

**Defendants.**

---

**RONALD D. ARNOLD and  
DOROTHY A. ARNOLD, Husband  
and Wife,**

**Counterclaimant,**

**vs.**

**STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,**

**Counterdefendants.**

---

**CV – 2009- 549C**

**AFFIDAVIT OF BETTE ARNOLD**

State of Idaho                     )  
                                              ) ss.  
County of Ada                    )

Bette Arnold, first duly sworn, deposes and states:

1. I am not a party to the above-entitled action. Each of the facts set forth herein are known to me of my own personal knowledge and if sworn as a witness, I could testify competently thereto. This affidavit is made in Support of Defendants' Motion for Summary Judgment.
2. I reside at 9315 W. Susan, Boise, Idaho 83704.
3. Following the death of my husband, F.D. Arnold, on October 22, 1982, and prior to February 15, 1983, I was the sole owner of the Special Use Permit issued by the U.S. Forest Service, and the cabin and personal property situated on the land covered by the Special Use Permit, which is the subject of this lawsuit. Prior to my husband's death, we jointly owned this Special Use Permit, the cabin and personal property.
4. On or about January 6, 1983, I transferred all of my right, title and interest in the Special Use Permit, the cabin and personal property to my step-son Ronald D. Arnold. It was my intent by this transfer that Ronald D. Arnold would become the sole legal owner of the Permit, the cabin and all personal property, without any legal obligation to his sister Mary A. Snider as to its use.
5. My late husband, Francis Doyle Arnold, wanted Ron to share the use of the cabin with his sister, Mary A. Snider. However, Ronald did not inherit the Permit, cabin or other personal property from his father. Instead, the Permit, cabin and personal property became my property upon my husband's death.
6. In 1983, when I transferred the ownership of the Permit, cabin and personal property to Ronald, I did not impose any legal obligation or requirement that Ronald share use of the

cabin with anyone. Instead, I left the decision as to whether use would be shared, and if so, under what conditions entirely to Ronald's discretion and judgment.

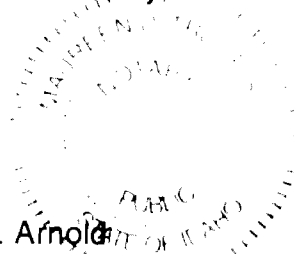
7. Since 1983, I have not exercised any control over the use of the cabin, nor have I claimed any ownership interest in it. On June 9, 2005, I signed a document relinquishing my rights in the cabin and personal property to resolve any question that I had transferred all of my interest in the Permit, the cabin and personal property to my step-son Ronald in 1983. A true and accurate copy of that document is attached hereto, marked Exhibit A, and incorporated herein by this reference.
8. At some time shortly after I signed the statement attached as Exhibit A, I was approached by Mary Snider, who asked me to sign another document about ownership of the Permit and cabin. I refused to sign that document because I transferred the ownership of the Permit, cabin and personal property solely to Ronald D. Arnold.
9. On August 21, 2009, I signed a document confirming the fact that when I signed the Application for Transfer of the Special Use Permit in January, 1983, the only names on the permit were Ronald D. Arnold and Dorothy A. Arnold. Apparently, the Snider's names were added to the document after I signed it. A true and accurate copy of that document is attached hereto, marked Exhibit B, and incorporated herein by this reference.

FURTHER, AFFIANT SAYETH NOT.

Bette F. Arnold  
Bette F. Arnold

State of Idaho           )  
                                  ) ss.  
County of Ada           )

Subscribed and sworn to before me, a Notary Public in and for the State of Idaho on this 6<sup>th</sup> day of January, 2010.

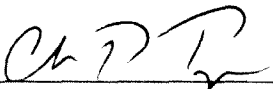


Quinn C. Thompson  
Notary Public  
My commission expires: 1/6/10  
Residing At: Boise, Idaho

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 2010, I served a true and correct copy of Affidavit of Bette F. Arnold in Support of Defendants' Motion for Summary Judgment by U.S. Mail, first class postage prepaid, addressed as follows:

Michael G. Pierce  
Attorney At Law  
P.O. Box 1019  
Cascade, Idaho 83611

  
\_\_\_\_\_  
Christ T. Troupis

CONCERNING CABIN AND PROPERTY AT  
103 PARADISE VALLEY RD, LOT 2, WARM LAKE, IDAHO

I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property.

This transfer is in agreement with the intentions of my late husband, Francis Doyle Arnold. Further, his intent was that the cabin and property be shared with Mary A. Snider (sister of Ronald D. Arnold).

Signature Bette F. Arnold  
Bette F. Arnold

Date June 9, 05

Witness Norm Veggate

NOTARY:

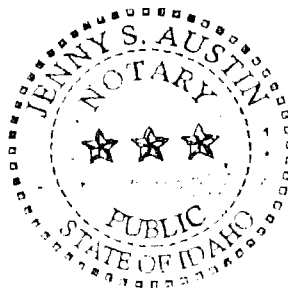
JURAT

State of Id  
County of Ada

Subscribed and sworn/affirmed to before me this 9 day of June  
2005, by Bette F Arnold

Jenny S Austin  
Notary Public

My Commission Expires: 7-28-2005

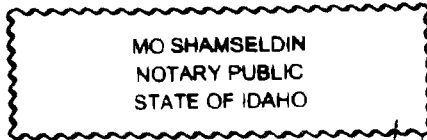


Instrument # 312551  
VALLEY COUNTY, CASCADE, IDAHO  
2006-08-24 10:41:03 No. of Pages: 2  
Recorded for: BETTE ARNOLD  
LELAND G. HEINRICH  
Ex-Officio Recorder Deputy [Signature] Fee: 6.00  
Index to MISCELLANEOUS RECORD

On January 6, 1983, I Bette Arnold, met with my step son, Ronald D. Arnold. I signed a document transferring my rights as permittee for Lot 2, 103 Paradise Valley Rd., Warm Lake, Idaho, to him only. His name, Ronald D. Arnold and his wife, Dorothy Arnold were the only names I intended to be on the permit. Any names added to the document were added without my knowledge or consent.

Bette F. Arnold  
signature

8/21/09  
date



Mo Shamseldin

State of Idaho

County of Ada

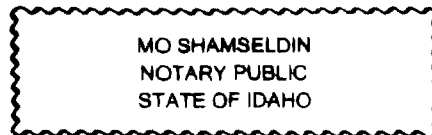
On this day 21<sup>st</sup> of August, in the year of 2009,  
before me, Mo Shamseldin,  
personally appeared Bette Marie Arnold

           personally known to me

X (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument, and acknowledge to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the persons(s) acted, executed the instrument.

Witness my hand and official seal.

(Seal of Notary)



Signature of Notary

Mo Shamseldin





State of Idaho )  
 ) ss.  
County of Ada )

Ronald Arnold, first duly sworn, deposes and states:

1. I am one of the Defendants in the above-entitled action. Each of the facts set forth herein are known to me of my own personal knowledge and if sworn as a witness, I could testify competently thereto. This affidavit is made in Support of Defendants' Motion for Summary Judgment.
2. My father, Frances D. Arnold, and my step-mother, Bette Arnold, were the owners of a Special Use Permit issued by the U.S. Forest Service, and a cabin and personal property located on the premises covered by the permit, located in Warm Lake, Idaho. My father, Frances D. Arnold, died on October 22, 1982. His interest in the Permit and the cabin and personal property passed to his wife, Bette Arnold, who is my step-mother.
3. From the date of my father's death, up to February 15, 1983, Bette Arnold was the sole owner of the Special Use Permit issued by the U.S. Forest Service, and the cabin and personal property situated on the land covered by the Special Use Permit, which is the subject of this lawsuit.
4. On or about January 6, 1983, Bette Arnold signed an Application to the U.S. Forest Service requesting that all of her right, title and interest in the Special Use Permit be transferred to me and my wife, Dorothy Arnold. At the time that she signed the application, the Sniders' names were not on the document.
5. After Bette Arnold signed the Application, I added the names of Steven Snider and Mary Snider to the Application even though I knew that the U.S. Forest Service would not issue a Permit in their names as well as ours, but would issue the Permit solely in our names. My intention in adding their names to the Application was to show good faith to them because prior to that date, I had informed Steve and Mary that we would continue to let them use the cabin, even though we would be the

owners of it. A true and accurate copy of that Application is attached hereto, marked Exhibit A, and incorporated herein by this reference.

6. The U.S. Forest Service issued the Term Special Use Permit solely to my wife, Dorothy Arnold and myself on or about February 7, 1983. We accepted the permit on February 9, 1983, and it was approved by the U.S. Forest Service on February 15, 1983. A true and accurate copy of that Permit is attached hereto, marked Exhibit B, and incorporated herein by this reference
7. On or about February 7, 1983, Charles G. Jones, District Ranger for the U.S. Forest Service, Cascade Ranger District, sent a letter to me in which he explained that the U.S. Forest Service had adopted a policy that "A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife." A true and accurate copy of that letter is attached hereto, marked Exhibit C, and incorporated herein by this reference.
8. The District Ranger stated in his letter that "Perhaps you can solve the problem with some type of legal document which shows that more than one person has an interest in the cabin."
9. When I received the February 7, 1983 letter from District Ranger Charles G. Jones and the Permit issued in our names, I informed Steven and Mary Snider. We did not have any discussion with the Sniders about creating a legal document as suggested by the Ranger, nor have we ever had such a conversation since then. The Sniders did not ask us to draft up any document. However, when I met with the Sniders, I told them that, even though we were the sole owners of the Permit and cabin, that Dorothy and I would give them permission to continue to use the cabin.
10. Neither Dorothy nor I have ever entered any agreement with Steven J. Snider and Mary A. Snider to create a trust for co-ownership of the Permit and cabin. We have never advised them that they would be co-owners of the Permit and cabin, and at all times since our meeting in February, 1983 after the Permit was issued to us, the Sniders have known that we are the sole

owners of the Permit and the cabin and that we have allowed them the use of the cabin at our discretion and without any legal obligation to them.

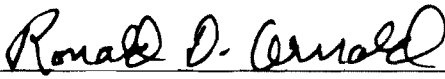
11. We have never executed any legal document that purported to grant to or memorialized in the Plaintiffs any common ownership interest in the premises. Moreover, until just prior to the filing of this lawsuit, the Sniders have never asked us to enter into any agreement granting to them or memorializing in them such an interest.
12. From February 15, 1983 to the present date, Dorothy and I have continuously held the Term Special Use Permit for the cabin. The first Permit covered the period from February 15, 1983 to December 31, 1993 (Exhibit B, Permit Paragraph 31) That permit was replaced with a second permit issued to us on January 24, 1989 for the period through December 31, 2008. (Permit Paragraph E.) A true and accurate copy of that Permit is attached hereto as Exhibit D. That permit was replaced with the current permit issued on January 8, 2009 for the period through December 31, 2028. (Permit Paragraph D.) A true and accurate copy of that Permit is attached hereto as Exhibit E.
13. Shortly after issuance of the first Permit to us on February 15, 1983, Dorothy and I have set up a schedule for the Sniders' use of the cabin and we have imposed conditions for that use. We have given the Sniders permission to use the premises at scheduled times, subject to those conditions. At all times since 1983, up to the present date, the Sniders have abided by our schedule and use conditions. They have never asserted that they had the right to set their own schedule or impose their own conditions of use, or impose any conditions on us with regard to our ownership and use of the cabin. We have given them approximately 12 weeks use of the cabin each year.
14. At various times since 1983, Sniders have told us that since they had the use of the cabin on a regular basis that they wanted to contribute to reimbursement of some of our cabin expenses. When they made these offers, they did not assert to us any claim of co-ownership of the

property, nor did they suggest that by making these contributions, they expected to be credited with an ownership interest in the property. We accepted their contributions, but never made their contributions a condition of their use of the property, and never required them to make any of these payments.

15. Sniders did not inform us that they claimed to be co-owners of the Permit and cabin until just prior to the filing of this lawsuit. However, we had some suspicion that they might make such a claim in 2004 or 2005 prior to June 9, 2005, the date that Bette Arnold signed the written statement documenting for the Forest Service file her transfer of the cabin to Ronald Arnold.
16. At some time in the year prior to June, 2005, Steven Snider informed me that he met with Mark Bingman, a U.S. Forest Service Ranger and asked him questions about the ownership of the cabin and the Permit. Steven Snider advised me that Bingman told him that the Forest Service had no record in its file of the cabin being transferred from Bette Arnold. He said that I should ask Bette Arnold to provide a document that confirmed that the cabin had been transferred at the same time as the Permit.
17. Following that conversation with Steven Snider, I met with Ranger Bingman. He said it would be a good idea to have something in the file that showed that Bette Arnold was no longer the owner of the cabin. He also asked me if there was a dispute between us and the Sniders over our ownership of the cabin. I told him I didn't think so.
18. Thereafter, on June 9, 2005, Bette F. Arnold executed a written document that confirmed the transfer of the cabin and other personal property located on the premises to Ronald D. Arnold. That bill of sale stated, "I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property." A true and accurate copy of that statement is attached hereto, marked Exhibit F, and incorporated herein by this reference.

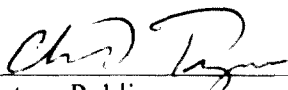
19. I provided a copy of Bette's statement to the Forest Service for placement in our Permit file. Thereafter, in July, 2005, within a few weeks after Bette Arnold signed the statement, I met with Steven and Mary Snider at their home. After meeting with them, I sent them a copy of Bette Arnold's signed statement the next day. At that meeting, I told Steven and Mary Snider that Bette said she didn't understand why any document was necessary because she thought everything had been transferred to me in 1983. I told the Sniders that Dorothy Arnold and I were the sole owners of the Permit, the cabin and the personal property, but that we intended to continue to give permission to Sniders to use the cabin.
20. Shortly after my meeting with the Sniders, in or about July, 2005, Mary Snider approached Bette F. Arnold and asked her to sign a document stating that Mary Snider had an ownership interest in the Permit and cabin. Bette F. Arnold refused to sign the document.
21. This lawsuit was instituted on November 27, 2009 by the filing of a Complaint by Steven J. Snider and Mary A. Snider.

FURTHER, AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Ronald D. Arnold

State of Idaho                    )  
                                          ) ss.  
County of Ada                    )

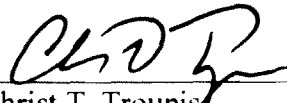
Subscribed and sworn to before me, a Notary Public in and for the State of Idaho on this 10<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
Notary Public  
My commission expires:  
Residing At: Boise, Idaho

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 2010, I served a true and correct copy of Affidavit of Ronald Arnold in Support of Defendants' Motion for Summary Judgment by U.S. Mail, first class postage prepaid, addressed as follows:

Michael G. Pierce  
Attorney At Law  
P.O. Box 1019  
Cascade, Idaho 83611

  
\_\_\_\_\_  
Christ T. Troupis

United States Department of Agriculture  
Forest Service**REQUEST FOR TERMINATION OF AND APPLICATION FOR SPECIAL USE PERMIT**  
(Ref: FSM 2716)

This report is authorized by the Organic Act of June 4, 1897 for the purpose of evaluating the requested actions and no permit may be issued on ass this form is completed.

**PART I - REQUEST FOR TERMINATION (To be completed by Permittee)**TO: FOREST SUPERVISOR Boise National Forest NATIONAL FORESTI (WE), THE UNDERSIGNED PERMITTEE(S) UNDER THAT CERTAIN SPECIAL USE PERMIT, DATED February 29, 1956,AUTHORIZING ME (US) TO maintain a recreation residence at Paradise Valley  
summer home area HAVE

• (CONVEYED ALL MY (OUR) RIGHT, TITLE, AND INTEREST IN AND TO THE IMPROVEMENTS LOCATED ON THE PARCEL COVERED BY SAID PERMIT.)

OR

• ENTERED INTO A CONTRACT FOR THE SALE OF THE IMPROVEMENTS LOCATED ON THE PARCEL COVERED BY SAID PERMIT BUT HAVE  
RETURNED THE KEY TO THE EMPLOYMENT OF THE COMPLETION OF THE SAME UNDER SAID CONTRACT WITH:F. D. Arnold and Bette F. Arnold

(NAME OR NAMES)

4355 Castlewood Cr., Meridian, Idaho 83642

(ADDRESS)

ACCORDINGLY, I (WE) REQUEST THAT SAID SPECIAL-USE PERMIT BE TERMINATED. THE REMAINING BALANCE OF ANY FEES PREVIOUSLY PAID SHOULD BE CREDITED TO THE APPLICANT NAMED BELOW.

DATE: January 6, 1983F. D. Arnold - see attached death cert.by Bette F. Arnold 1-6-83  
(SIGNATURES OF ALL PERMITTEES LISTED ON PERMIT)

\*STRIKE OUT INAPPLICABLE ALTERNATIVES

**PART II - APPLICATION (To be completed by Applicant)**

APPLICATION IS HEREBY MADE FOR A SPECIAL-USE PERMIT TO COVER THE SAME PARCEL OF LAND COVERED BY THE PERMIT REFERRED TO IN THE ABOVE REQUEST, AND FOR THE SAME PURPOSE OF SAID PERMIT, SUBJECT, HOWEVER, TO SUCH NEW CONDITIONS AND STIPULATIONS AS THE CIRCUMSTANCES MAY WARRANT.

I (WE) ACKNOWLEDGE THAT WHEN A NEW PERMIT IS ISSUED, A TRANSFER FEE OF \$ 25.00 IS CHARGED. IT WILL BE INCLUDED IN THE INITIAL PAYMENT FOR THE NEW PERMIT.DATE: January 6, 1983Ronald D. or Dorothy A. Arnold  
&Steven J. or Mary A. Snider

(TYPE IN NAMES OF PROPOSED PERMITTEES)

By [Signature] [Signature] BY Ronald D. Arnold Dorothy A. Arnold  
(signature) (signature)  
Rt. 2 600 S. School St. Zuna, Id. 83634 4435 Cedarwood Dr., Meridian, Idaho 83642  
(address) (address)

(Over)

FS-2700-3a (8/81)

Please send all correspondence to Ronald D. Arnold  
4435 Cedarwood Dr.  
Meridian, Idaho 83642

Exhibit A

PART III - RANGER'S REPORT ON APPLICATION

1. IS SITE NEEDED FOR HIGHER USE? DESCRIBE TENURE RECOMMENDATION. IF TERMINATION IS RECOMMENDED, ATTACH JUSTIFICATION PER FSM 2721.231.

No

2. WHAT IS THE CONDITION OF EXISTING IMPROVEMENTS?

Good

3. IS THE FEE FOR THE PERMIT APPROPRIATE? (Attach fee computation sheet if required)

Yes

4. IS THE PERMITTED AREA PROPERLY DESCRIBED? IF NOT, SHOW PROPER DESCRIPTION:

Yes

5. IS CURRENT MAP OF THE USE ATTACHED? No IS IT ADEQUATE? Yes IF NOT, EXPLAIN

6. DESCRIBE UNDESIRABLE SITUATIONS TO BE CORRECTED.

None - Complete construction of addition.

7. LIST MANDATORY AND SUGGESTED SPECIAL CLAUSES NOT PRINTED ON THE PERMIT FORM.

Same as existing permit, plus amendment.

REMARKS:

Recommend approval.

SUBMITTED (Signature)

APPROVED (Signature)

TITLE

DISTRICT RANGER

TITLE

FOREST SUPERVISOR

RANGER DISTRICT

FOREST

DATE

DATE



U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

TERM SPECIAL USE PERMIT  
FOR RECREATION RESIDENCE

Act of March 4, 1915, as amended July 28, 1936  
(Ref. FSM 2720)

a. Record No. (1-2)	b. Register (4)	c. Forest (5-6)
70	Q 4	Q 2
d. District (7-8)	e. User No. (9-12)	f. Kind of Use (13-15)
0 4	5 3 8 5	1 2 3
g. State (16-17)	h. County (18-20)	k. Card No. (21)
1 6	0 8 5	1

Ronald D. and Dorothy A. Arnold  
(Name)

of 4435 Cedarwood Dr., Meridian, ID 83642  
(Post Office Address and Zip Code)

(hereafter called the permittee) is hereby authorized to use National Forest lands, for the construction and maintenance of a recreation residence for personal recreational use on the

Boise National Forest, subject to the provisions of this permit including items 22 through 46, on page(s) 3 through 5.

This permit covers 0.5 acres.

Described as: (1) Lot #2 of the Paradise Valley Summer Home tract,  
(A plat of which is on file in the office of the Forest Supervisor.)  
OR (2) as shown on the attached map.  
(Legal Description)

The following improvements are authorized in addition to the residence structure:

Storage Shed

Construction or occupancy under this permit shall begin within N/A (Months) and construction shall be completed within N/A (Number) months. This use shall be exercised at least 90 days each year, unless otherwise authorized in writing. It shall not be used as a full time residence to the exclusion of a home elsewhere.

~~For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of \$19.00 per year, in advance, on or before the first day of January, and thereafter annually on the same day, for the use of the land. The fee shall be returned and, if necessary, adjusted by a board of land officers on the first day of the beginning of each five-year period from that date, in order to place the charges on a basis commensurate with the value of the use authorized by this permit.~~

~~A service charge in addition to the regular fees may be made for failure to meet the fee payment due date. The service charge shall be one percent per month of the fee from the date statements and fees were due in \$100.00 or more, or if the due date falls on a non-workday, the service charge will not apply until the end of the next workday. This permit may be terminated for nonpayment of fees and associated service charges.~~

This permit is accepted subject to all of its terms and conditions:

ACCEPTED	PERMITTEE'S NAME & SIGNATURE RONALD D. ARNOLD and DOROTHY A. ARNOLD	DATE 2/9/83
APPROVED	ISSUING OFFICER'S NAME & SIGNATURE MAYNE SWA TITLE JOHN J. LAVIN Forest Supervisor	DATE 2/15/83

1. Nothing in this permit shall be construed to imply permission to build or maintain any improvement not specifically named on the face of this permit or approved by the Forest Service in the form of a new permit or permit amendment. Additional improvements requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mail boxes, newspaper boxes, boat houses, docks, pipelines, and television antennas.

2. Development plans, layout plans, construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be prepared by a licensed engineer, architect, and/or landscape architect (in those States in which such licensing is required) or other qualified individual acceptable to the issuing officer. Such plans must be approved in advance by the Forest Supervisor.

3. No soil, trees or other vegetation may be removed from the permitted area without first obtaining permission from the Forest Service. All timber cut, destroyed, or injured shall be paid for at current stumpage rates applicable to the sale by the Forest Service of similar timber in the National Forest.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Service.

5. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, state, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

6. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

7. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

8. Avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural phenomena in the forest present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and after securing permission from the Forest Service, to remove such hazards.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. Personal recreation use is defined as non-commercial use by the permittee, members of his immediate family, and guests.

11. The permittee shall protect the scenic and esthetic values of the area under permit and the adjacent land as far as possible consistent with the authorized use during construction, maintenance, and use of improvements thereon.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation.

But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by a permit to him if in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. This permit is subject to all valid claims.

14. This permit may be terminated upon breach of any of the conditions herein by the issuing officer provided the permittee shall have had a reasonable time-not to exceed ninety (90) days-within which to show cause why such termination should not be made.

15. Except as provided in Clause 16 below, upon abandonment, termination, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

16. If during the term of this permit or any extension thereof, Secretary of Agriculture or any official of the Forest Service acting or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: provided, that if a mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount to be paid, he may appeal the determination in accordance with the Administrative Procedure Act (36 C.F.R. 211.20-211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; provided further, that upon the payment to the permittee of 75 percent of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. The permittee may sublease the use of improvements covered under this permit; provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

18. This permit is for lot occupancy and does not provide for furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

19. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to benefit that may arise herefrom.

20. In case of change of address, the permittee shall immediately notify the Forest Supervisor.

21. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

22. For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of two hundred dollars (\$200) from May 1, 1983 to April 30, 1984; and thereafter annually on May 1, two hundred dollars (\$200):

Provided, however, charges for this use shall be reviewed and, if necessary, adjusted as of and effective on January 1, 1987, and thereafter at the beginning of each 5-year period from that date, in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

23. (A-13) A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$15, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If a due date falls on a non-workday, the late payment charge will not apply until the end of the next workday.
24. (B-18) The permitted area will be maintained to present a clean, neat, and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of currently. Building materials, firewood, etc., will be neatly stacked.
25. (B-20) The permittee will dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, in the following manner, and shall guard the purity of streams and living waters: All refuse will be removed to designated areas.
26. (D-2) No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

27. (D-3) The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
28. (D-4) The permittee shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the permittee shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the permittee shall cause such official survey records as are affected to be amended as provided by law.

29. (D-14) All butane, propane, or other liquified-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the State.
30. (D-15) The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit.
31. (E-1) This permit is issued for the period ending December 31, 1993.
32. (F-2) All chimneys must be built from the ground up and all flues, from ceiling through roof, must be of black or galvanized stovepipe with riveted joints encased in terra-cotta pipe with permanently sealed joints through a roofjack; or of stone or brick lined with terra-cotta flue lining. Chimneys must extend at least one foot above the roof ridge.
33. (F-3) Stoves and open stovepipes shall be kept at least one foot away from wooden walls or ceilings. Wooden surfaces beneath or within one(1) foot of stoves or stovepipes shall be protected with asbestos board or other suitable insulation.
34. (F-4) Open fireplaces shall be equipped with spark screens.
35. (F-5) All electrical equipment and facilities installed and operated shall conform to the National Electric Code and the equipment must have been approved by the American Insurance Association.
36. (F-6) The roof shall be kept reasonably clear of leaves, twigs, and other debris.
37. (F-7) The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor.
38. (F-19) Fires will not be built outside the designated areas without the specific approval of the Forest Service.
39. (F-25) No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon.
40. (H-1) No fences shall be erected upon the premises, except by written permission of the Forest Supervisor.
41. (H-3) All fences constructed under this permit will be attached to posts and in no case will the fence wire be fastened to live trees.

42. (X-7) No animals or fowl, other than household pets, shall be kept upon the premises.
43. (X-18) This permit supersedes a special-use permit designated: Arnold, F.D., recreation residence, dated February 14, 1978.
44. (X-28) The permittee shall restrict all parking to areas approved by the Forest Service.
45. (X-29) No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to meet neat and presentable standards.
46. (X-40) Disorderly or otherwise objectionable conduct by the permittee or those occupying the premises with his permission shall upon proof thereof, be cause for termination of this permit.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

Cascade Ranger District  
Cascade, Idaho 83611

2720

February 7, 1983



Mr. Ronald Arnold  
4435 Cedarwood Drive  
Meridian, ID 83642

Dear Mr. Arnold:

I have not been able to contact you by phone so I thought I had better write and let you know why the permit only had your name on it.

In the past the policy concerning having more than one person on a permit has been rather vague.

New direction states, "A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife."

Perhaps you can solve the problem with some type of legal document which shows that more than one person has an interest in the cabin.

You can line out the storage shed on the permit before you return it to the Forest Supervisor.

If you still have questions about the permit, give me a call.

Sincerely,

*Charles G. Jones*

CHARLES G. JONES  
District Ranger

SDA - Forest Service

TERM SPECIAL USE PERMIT  
For Recreation Residences

Act of March 4, 1915, As Amended  
(Ref. FSM 2710)

Holder No. *5385 /01	Type Site * 123	Authority * 712
Auth. Type * 18	Issue Date *01 /01/89	Expir. Date *12/31/08
Location Sequence No. *		Stat. Ref. *
Latitude *111-11-111	Longitude *111-11-111	LOS Case *

Ronald D. and Dorothy Arnold  
(Holder Name)

of \* 4435 Cedarwood Drive  
(Billing Address - 1)

(Billing Address - 2) \* Meridian (City) \* ID (State) \*83642 (Zip Code)

hereafter called the holder) is hereby authorized to use National Forest lands, or a recreation residence for personal recreational use on the \*  
site National Forest, subject to the provisions of this permit including items \* 1 through \* 12. This permit covers \* 0.5 acres.

described as: (1) Lot \* 2 of the \*Paradise Valley Summer Home. (A plat of which is on file in the office of the Forest Supervisor.)

OR (2) \* as shown on the attached map.  
(Legal Description)

he following improvements, whether on or off the site, are authorized in addition to the residence structure:

Storage shed, Patio, Septic System.

his use shall be exercised at least 15 days each year, unless otherwise authorized in writing. It shall not be used as a full-time residence to the exclusion of a home elsewhere.

THIS PERMIT IS NOT TRANSFERABLE

PURCHASERS OF IMPROVEMENTS ON SITES AUTHORIZED BY THIS PERMIT MUST SECURE A NEW PERMIT FROM THE FOREST SERVICE.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL OF ITS TERMS AND CONDITIONS.

ACCEPTED:

\* *Ronald D. Arnold*  
HOLDER'S NAME AND SIGNATURE

\*

*1/19/89*  
DATE

APPROVED:

\* *W. Wayne Patton*  
AUTHORIZED OFFICER'S NAME AND SIGNATURE

FOREST SUPERVISOR\*

01/24/89

TITLE

DATE

## I. AUTHORITY AND USE AND TERM AUTHORIZED.

A. This permit is issued under the authority of the Act of March 4, 1915, as amended (16 U.S.C. 497), and Title 36, Code of Federal Regulations, Sections 251.50-251.64. Implementing Forest Service policies are found in the Forest Service Directives System (FSM 2720, 2340; FSH 2709.11, Chap. 10-50). Copies of the applicable regulations and policies will be made available to the holder at no charge upon request made to the office of the Forest Supervisor.

B. The authorized officer under this permit is the Forest Supervisor, or a delegated subordinate officer.

C. This permit authorizes only personal recreation use of a noncommercial nature by the holder, members of the holder's immediate family, and guests. Use of the permitted improvements as a principal place of residence is prohibited and shall be grounds for termination of this permit.

D. Unless specifically provided as an added provision to this permit, this authorization is for site occupancy and does not provide for the furnishing of structures, road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

E. Expiration at End of Term: This authorization is for a term of 20 years and will expire on December 31, 2008.

## II. OPERATION AND MAINTENANCE.

A. The authorized officer, after consulting with the holder, will prepare an operation and maintenance plan which shall be deemed a part of this permit. The plan will be reviewed annually and updated as deemed necessary by the authorized officer and will cover requirements for at least the following subjects:

1. Maintenance of vegetation, tree planting, and removal of dangerous trees and other unsafe conditions.
2. Maintenance of the facilities.
3. Size, placement and descriptions of signs.
4. Removal of garbage or trash.
5. Fire protection.
6. Identification of the person responsible for implementing the provisions of the plan, if other than the holder, and a list of names, addresses, and phone numbers of persons to contact in the event of an emergency.

## III. IMPROVEMENTS.

A. Nothing in this permit shall be construed to imply permission to build or maintain any improvement not specifically named on the face of this permit or approved in writing by the authorized officer in the operation and maintenance plan. Improvements requiring specific approval shall include, but are not limited to: signs, fences, name plates, mailboxes, newspaper boxes, boathouses, docks, pipelines, antennas, and storage sheds.

B. All plans for development, layout, construction, reconstruction or alteration of improvements on the site, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect (in those states in which such licensing is required) or other qualified individual acceptable to the authorized officer. Such plans must be approved by the authorized officer before the commencement of any work.



A. The holder in exercising the privileges granted by this permit, shall comply with all present and future regulations of the Secretary of Agriculture and all present and future federal, state, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. However, the Forest Service assumes no responsibility for enforcing laws, regulations, ordinances and the like which are under the jurisdiction of other government bodies.

B. The holder shall exercise diligence in preventing damage to the land and property of the United States. The holder shall abide by all restrictions on fires which may be in effect within the forest at any time and take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during a closed fire season established by law or regulation without written permission from the authorized officer.

C. The holder shall protect the scenic and esthetic values of the National Forest System lands as far as possible consistent with the authorized use, during construction, operation, and maintenance of the improvements.

D. No soil, trees, or other vegetation may be removed from the National Forest System lands without prior permission from the authorized officer. Permission shall be granted specifically, or in the context of the operations and maintenance plan for the permit.

E. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damage, other than ordinary wear and tear, to National Forest lands, roads and trails caused by the holder's activities.

F. The holder assumes all risk of loss to the improvements resulting from acts of God or catastrophic events, including but not limited to, avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural events. In the event the improvements authorized by this permit are destroyed or substantially damaged by acts of God or catastrophic events, the authorized officer will conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. The analysis will be provided to the holder within 6 months of the event.

G. The holder has the responsibility of inspecting the site, authorized rights-of-way, and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which could affect the improvements and or pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.

H. In case of change of permanent address or change in ownership of the recreation residence, the holder shall immediately notify the authorized officer.

#### V. LIABILITIES.

A. This permit is subject to all valid existing rights and claims outstanding in third parties. The United States is not liable to the holder for the exercise of any such right or claim.

B. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest lands under this permit.

C. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression. Without limiting available civil and criminal remedies which may be available to the United States, all timber cut, destroyed, or injured without authorization shall be paid for at stumpage rates which apply to the unauthorized cutting of timber in the state wherein the timber is located.

A. Fee Requirement: This special use authorization shall require payment in advance of an annual rental fee.

B. Appraisals:

1. Appraisals to ascertain the fair market value of the site will be conducted by the Forest Service at least every 20 years. The next appraisal will be implemented in 2002 (insert year).

2. Appraisals will be conducted and reviewed in a manner consistent with the Uniform Standards of Professional Appraisal Practice, from which the appraisal standards have been developed giving accurate and careful consideration to all market forces and factors which tend to influence the value of the site.

3. If dissatisfied with an appraisal utilized by the Forest Service in ascertaining the permit fee, the holder may employ another qualified appraiser at the holder's expense. The authorized officer will give full and complete consideration to both appraisals provided the holder's appraisal meets Forest Service standards. If the two appraisals disagree in value by more than 10 percent, the two appraisers will be asked to try and reconcile or reduce their differences. If the appraisers cannot agree, the Authorized Officer will utilize either or both appraisals to determine the fee. When requested by the holder, a third appraisal may be obtained with the cost shared equally by the holder and the Forest Service. This third appraisal must meet the same standards of the first and second appraisals and may or may not be accepted by the authorized officer.

C. Fee Determination:

1. The annual rental fee shall be determined by appraisal and other sound business management principles. (36 CFR 251.57(a)). The fee shall be 5 percent of the appraised fair market fee simple value of the site for recreation residence use.

Fees will be predicated on an appraisal of the site as a base value, and that value will be adjusted in following years by utilizing the percent of change in the Implicit Price Deflator - Gross National Product (IPD-GNP) index as of the previous June 30. A fee from a prior year will be adjusted upward or downward, as the case may be, by the percentage change in the IPD-GNP, except that the maximum annual fee adjustment shall be 10 percent when the IPD-GNP index exceeds 10 percent in any one year with the amount in excess of 10 percent carried forward to the next succeeding year where the IPD-GNP index is less than 10 percent. The base rate from which the fee is adjusted will be changed with each new appraisal of the site, at least every 20 years.

2. If notice of nonrenewal has been given, the annual fee in the tenth year will be taken as the base, and the fee each year during the last 10-year period will be one-tenth of the base multiplied by the number of years then remaining on the permit. If a new 20-year permit should later be issued, the holder shall pay the United States one-half of the amount of fees foregone, for the most recent 10-year period in which the permit has been under nonrenewal notice, by the United States while the previous permit was under a nonrenewal notice. This amount may be paid in equal annual installments over a 10-year period in addition to those fees for existing permits. Such amounts owing will run with the property and will be charged to any subsequent purchaser of the improvements.

D. Initial Fee: The initial fee may be based on an approved Forest Service appraisal existing at the time of this permit, with the present day value calculated by applying the IPD-GNP index to the intervening years.

payments are set at \$ \_\_\_\_\_ per year and the fee \_\_\_\_\_ and payable annually on May 1 (insert date). Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments or fee calculation statements fall on a nonworkday, the charges shall not apply until the close of business of the next workday. Any payments not received within 30 days of the due date shall be delinquent.

F. Interest and Penalties:

1. A fee owed the United States which is delinquent will be assessed interest based on the most current rate prescribed by the United States Department of Treasury Financial Manual (TFM-6-8020). Interest shall accrue on the delinquent fee from the date the fee payment was due and shall remain fixed during the duration of the indebtedness.

2. In addition to interest, certain processing, handling, and administrative costs will be assessed on delinquent accounts and added to the amounts due.

3. A penalty of 6 percent per year shall be assessed on any indebtedness owing for more than 90 days. This penalty charge will not be calculated until the 91st day of delinquency, but shall accrue from the date that the debt became delinquent.

4. When a delinquent account is partially paid or made in installments, amounts received shall be applied first to outstanding penalty and administrative cost charges, second to accrued interest, and third to outstanding principal.

G. Nonpayment Constitutes Breach: Failure of the holder to make the annual payment, late payment charge, or any other charges when due shall be grounds for termination of this authorization. However, no permit will be terminated for nonpayment of any monies owed the United States unless payment of such monies is more than 90 days in arrears.

H. Applicable Law: Delinquent fees and other charges shall be subject to all the rights and remedies afforded the United States pursuant to federal law and implementing regulations. (31 U.S.C. 3711 et seq.).

VII. TRANSFER, SALE, AND RENTAL.

A. Nontransferability: Except as provided in this section, this permit is not transferable.

B. Transferability Upon Death of the Holder:

1. If the holder of this permit is a married couple and one spouse dies, this permit will continue in force, without amendment or revision, in the name of the surviving spouse.

2. If the holder of this permit is an individual who dies during the term of this permit and there is no surviving spouse, an annual renewable permit will be issued, upon request, to the executor or administrator of the holder's estate. Upon settlement of the estate, a new permit incorporating current Forest Service policies and procedures will be issued for the remainder of the deceased holder's term to the eligible family member (parent(s), children, and grandchildren) as shown by an order of a court, bill of sale, or other evidence to be the owner of the improvements.

C. Divestiture of Ownership: If the holder through voluntary sale, transfer, enforcement of contract, foreclosure, or other legal proceeding shall cease to be the owner of the physical improvements, this permit shall be terminated. If the person to whom title to said improvements is transferred is deemed by the authorizing officer to be qualified as a holder, then such person to whom title has been transferred will be granted a new permit. Such new permit can be, at the discretion of the authorized officer, for a full term or for the remainder of the term of the original holder.

special use permit to the prospective purchaser before finalizing the sale. The holder cannot make misleading representations to the purchasers as to whether the Forest Service will reauthorize the occupancy.

E. Rental: The holder may rent or sublet the use of improvements covered under this permit only with the express written permission of the authorized officer. In the event of an authorized rental or sublet, the holder shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

#### VIII. TERMINATION.

A. Termination for Cause: This permit may be terminated for cause by the authorized officer upon breach of any of the terms and conditions of this permit or applicable law. Prior to such termination for cause, the holder shall be given notice and provided a reasonable time--not to exceed ninety (90) days--within which to correct the breach.

B. Termination in the Public Interest During the Permit Term:

1. This permit may be revoked or terminated during its term at the discretion of the authorized officer for reasons in the public interest. (36 CFR 251.60(b)). In the event of such termination in the public interest, the holder shall be given one hundred and eighty (180) days prior written notice to vacate the premises, provided that the authorized officer may prescribe a date for a shorter period in which to vacate ("prescribed vacancy date") if the public interest objective reasonably requires the site in a shorter period of time.

2. The Forest Service and the holder agree that in the event of a termination in the public interest, the holder shall be paid damages. Termination in the public interest and payment of damages is subject to the availability of funds or appropriations.

a. Damages in the event of a public interest termination shall be the lesser amount of either (1) the cost of relocation of the approved improvements to another site which may be authorized for residential occupancy (but not including the costs of damages incidental to the relocation which are caused by the negligence of the holder or a third party), or (2) the replacement costs of the approved improvements as of the date of termination. Replacement cost shall be determined by the Forest Service utilizing standard appraisal procedures giving full consideration to the improvement's condition, remaining economic life and location, and shall be the estimated cost to construct, at current prices, a building with utility equivalent to the building being appraised using modern materials and current standards, design and layout as of the date of termination. If the holder has received notification that the permit will not be renewed, then the amount of damages shall be adjusted as of the date of termination by multiplying the replacement cost by a fraction which has as the numerator the number of full months remaining to the term of the permit prior to termination (measured from the date of the notice of termination) and as the denominator, the total number of months in the original term of the permit.

b. The amount of the damages determined in accordance with paragraph a. above shall be fixed by mutual agreement between the authorized officer and the holder and shall be accepted by the holder in full satisfaction of all claims against the United States under this clause: Provided, That if mutual agreement is not reached, the authorized officer shall determine the amount and if the holder is dissatisfied with the amount to be paid may appeal the determination in accordance with the Appeal Regulations (36 CFR 211.18) and the amount as determined on appeal shall be final and conclusive on the parties hereto: Provided further, That upon the payment to the holder of the amount fixed by the authorized officer, the right of the Forest Service to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

duration if the site is still being used for the purposes previously authorized and is being continuously operated and maintained in accordance with all the provisions of the permit. In making a renewal, the authorized officer may modify the terms, conditions, and special stipulations to reflect any new requirements imposed by current federal and state land use plans, laws, regulations, or other management decisions. (36 CFR 251.64).

B. The authorized officer may decide to renew this authorization at any time prior to the expiration date of this permit. Ten years prior to the expiration date of this permit, the authorized officer will make a renewal decision. If it is determined that the use may continue, a new 20-year authorization will be granted upon the holder's surrendering of the existing authorization.

C. In the event the authorized officer decides not to renew the permit, the holder shall be notified in writing. The holder will be given at least 10 years to utilize the site in the event of a decision not to renew the permit. To the extent that the 10 years would run beyond the expiration date of the permit, the permit term shall be extended to accommodate the 10-year notice, provided that the total tenure of the holder's occupancy does not exceed 30 years by such extension.

D. Two years before permit expiration, the holder may request the Forest Supervisor to review the reason for nonrenewal of the permit in the light of any change in circumstances, and the Forest Supervisor shall determine whether or not changed circumstances warrant continuation of the use. The authorized officer will notify holder in a timely manner of his or her right to make such a request. Determinations under such reviews are not decisions for purposes of the Secretary of Agriculture's administrative appeal regulations.

E. Nonrenewal decisions based on a higher public use of the site by the Forest Service will be documented by an environmental analysis which demonstrates the higher priority use of a site for the benefit of the general public, that is timely, in public demand, and where other sites to satisfy the need cannot reasonably be made available.

#### X. RIGHTS AND RESPONSIBILITIES UPON TERMINATION OR NONRENEWAL.

A. Removal of Improvements Upon Termination or Nonrenewal: At the end of the term of occupancy authorized by this permit, or upon abandonment, or termination for cause, Act of God, or catastrophic event, or in the public interest, the holder shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall return the site to a condition approved by the authorized officer unless otherwise agreed to in writing or in this permit. If the holder fails to remove all such structures or improvements within a reasonable period--not to exceed one hundred and eighty (180) days from the date the authorization of occupancy is ended--the improvements shall become the property of the United States, but in such event, the holder remains obligated and liable for the cost of their removal and the restoration of the site.

B. In case of termination or nonrenewal, except if termination is for cause, the authorized officer will make every reasonable effort to locate and reserve in-lieu sites available at that time that could be offered the permit holder for building or relocation of improvements. Such sites will be nonconflicting locations within the National Forest containing the residence being terminated or under nonrenewal or in adjacent National Forests. Any in-lieu site offered the holder must be accepted within 90 days of the offer or within 90 days of the final disposition of an appeal on the termination or nonrenewal under the Secretary of Agriculture administrative appeal regulations, whichever is later, or this opportunity will terminate.

... this permit replaces a special use permit issued to:  
Ronald D. and Dorta hold on February 15, 1983.  
(Holder) (Date)

B. The Forest Service reserves the right to enter upon the property to inspect for compliance with the terms of this permit. Reports on inspection for compliance will be furnished to the holder.

C. Issuance of this permit shall not be construed as an admission by the Government as to the title to any improvements. The Government disclaims any liability for the issuance of any permit in the event of disputed title.

D. If there is a conflict between the foregoing standard printed clauses and any special clauses added to the permit, the standard printed clauses shall control.

#### XII. DETACHED QUARTERS.

For each additional sleeping structure (guest cabins, and so forth), the annual fee shall be increased by \$100 or 25% of the current adjusted base fee, whichever is greater.

TO WARM LAKE - LANDMARK HWY.

THIS LOT SUBMITTED BY  
E. J. WELL, PLAIN APPROVED  
1-5-1

**AVES FOR CASH**

MEADOW

GRASS

[illegible]

THOMAS J. BROWN

# RECREATION RESIDENCE INSPECTION

AREA Paradise Valley LOT# 2 PERMITTEE Ronald Arnold  
 A. IMPROVEMENTS (A) AUTHORIZED ON EXISTING PERMIT (X) NOT ON EXISTING PERMIT (old Permi:  
 (NL) NOT ON PERMIT LOT (I) ATTACHED TO OTHER IMPROVEMENT  
 (?) CAN NOT DETERMINE

- (1) CABIN A
- (2) outhouse X *not on new permit*
- (3) WOODSHED ---
- (4) GARAGE ---
- (5) STORAGE SHED A *app 10'x12'6" shelter*
- (6) DECK ---
- (7) PATIO X
- (8) DETACHED QUARTERS --- LIVING --- SLEEPING --- SHOWER --- TOILET ---
- (9) CELLAR ---
- (10) FENCE ---
- (11) GATE ---
- (12) BUTANE TANK ---
- (13) BOATHOUSE ---
- (14) DOCK ---
- (15) OUTSIDE FIREPLACE ---
- (16) BAR-B-Q ---
- (17) DRIVEWAY ---
- (18) PARKING AREA ---
- (19) TRAIL ---
- (20) SPRINGBOX ---
- (21) OTHER Septic System X

B. CONDITION OF PERMIT AREA AND IMPROVEMENTS (S) SATISFACTORY (U) UNSATISFACTORY  
 (N) NEEDS IMPROVING (NI) NOT INSPECTED

- (1) GENERAL APPEARANCE S  
 LOT 5 BUILDINGS 5 LAKE SHORE ---
- (2) ROOFS S
- (3) SIDING S
- (4) FOUNDATION NI
- (5) SPARK ARRESTER U
- (6) DOCK ---
- (7) POWERLINE NI
- (8) ELECTRICAL NI
- (9) OTHER ---

C.  
 COMMENTS B(5) needs spark arrester screen on chimney  
B(7) check power line lead in for limbs & remove any  
touching the line - Do not worry about the main line  
I take Power will maintain



U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

TERM SPECIAL USE PERMIT FOR RECREATION RESIDENCES  
AUTHORITY: Act of March 4, 1915, 16 U.S.C. 497

Ronald & Dorothy Arnold, 12581 West Cedarwood Drive, Boise, ID 83709 (the holder) is authorized to occupy a recreation residence on National Forest System lands for personal, noncommercial recreational use on the Boise National Forest, subject to the terms and conditions of this permit and its appendices. This permit covers 0.50 acres, hereinafter referred to as "the permit area" and described as:

(1) Lot 2 of the Paradise Valley Tract, a plat of which is on file in the office of the Forest Supervisor;

OR

(2) as shown on the attached map.

The following improvements, whether on or off the lot, are authorized in addition to the recreation residence:

Storage Shed, Outhouse, Septic System, Patio, Stone Walkway, Rock Retaining Wall, and Driveway

TERMS AND CONDITIONS

I. GENERAL TERMS

A. **AUTHORITY.** This permit is issued pursuant to the Act of March 4, 1915, 16 U.S.C. 497, 36 CFR Part 251, Subpart B, as amended, Forest Service Manual (FSM) 1920, 1950, 2340, 2720, and 5410, Forest Service Handbook (FSH) 2709.11, Chapters 10-50, and FSH 5409.12, Chapter 60, and is subject to their provisions. Copies of these regulations and directives shall be provided by the authorized officer to the holder at no charge upon request.

B. **AUTHORIZED OFFICER.** The authorized officer for this permit is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. **AUTHORIZED USE.** This permit authorizes only noncommercial recreational use by the holder's immediate family and the holder's non-paying guests, other than incidental rental that has prior written approval from the authorized officer pursuant to clause VII.A.

D. **TERM.** This permit shall expire at midnight on 12/31/2028.

E. **CHANGE IN ADDRESS, OWNERSHIP OF THE RECREATION RESIDENCE, OR THE TRUSTEE.** The holder or the holder's executor or personal representative shall immediately notify the authorized officer of a change in the holder's permanent address or a change in the ownership of the recreation residence. If the permit is issued to a trust, the trustee shall immediately notify the authorized officer of a change in the trustee or revocation or termination of the trust.

F. **AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, the applicable land management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

G. **COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulations, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

H. **NON-EXCLUSIVE USE.** The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent

with the holder's rights and privileges under this permit, after consultation with all parties involved.

## II. IMPROVEMENTS

**A. LIMITATIONS ON USE.** This permit authorizes only occupancy of a recreation residence. Nothing in this permit gives or implies permission to build or maintain any structure or improvement or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer. Improvements requiring specific approval shall include but are not limited to signs, fences, name plates, mailboxes, newspaper boxes, boathouses, docks, pipelines, antennas, water and sewer facilities, and storage sheds.

**B. PLANS.** All plans and revisions to plans for development, layout, construction, reconstruction or alteration of improvements on the authorized lot must be prepared by a licensed engineer, architect, or landscape architect, in those states in which such licensing is required, or other qualified individual acceptable to the authorized officer. These plans and revisions to these plans must be approved by the authorized officer before commencement of any work.

## III. OPERATIONS

**A. OPERATING PLAN.** The holder shall prepare an operating plan in consultation with the authorized officer or the authorized officer's designated representative. The operating plan shall cover all activities authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's activities for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of authorized activities and shall be attached to this permit as an appendix. The operating plan shall, at a minimum, address requirements for the following:

1. Maintenance of vegetation, tree planting, and removal of dangerous trees and other unsafe conditions.
2. Maintenance of the authorized improvements.
3. Size, placement and description of authorized signs.
4. Removal of garbage.
5. Fire protection.
6. Identification of the person responsible for implementing the operating plan, if other than the holder, and a list of the name, address, and telephone numbers of persons to contact in the event of an emergency.

The operating plan shall be revised as necessary when changes to the authorized use are approved by the authorized officer.

**B. MINIMUM OCCUPANCY AND PROHIBITION ON FULL-TIME OCCUPANCY.** The permitted improvements shall be occupied at least 15 days each year, unless otherwise authorized in writing, but shall not be used as a full-time residence. Use of the permitted improvements as a principal place of residence is prohibited and shall be grounds for revocation of this permit.

**C. MAINTENANCE OF IMPROVEMENTS.** The holder shall maintain the authorized improvements and National Forest System lands to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer.

**D. INSPECTION OF THE PERMIT AREA.** The holder is responsible for inspecting the permit area, authorized rights-of-way, and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions that could affect the authorized improvements or pose a risk to public safety. After obtaining written approval from the authorized officer, the holder shall remove these hazards at the holder's expense.

**E. REMOVAL AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of timber or other vegetation. Trees, shrubs, grasses, and other plants may be removed or destroyed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, grasses, and other plants may be planted within the permit area with prior written approval of the authorized officer.

## IV. RIGHTS AND LIABILITIES

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. VALID OUTSTANDING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The signatories of this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. RISK OF LOSS.** The holder assumes all risk of loss to the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If authorized improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**E. SERVICES NOT PROVIDED.** This permit is for the occupancy of land for the purposes stated in this permit and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses IV.F and section V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local laws or regulations.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression or other costs in connection with rehabilitation or restoration of natural resources, associated with the holder's use and occupancy of the permit area. Compensation shall include but is not limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all associated administrative, legal (including attorney's fees), and other costs.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States that are open to public use to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish, or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with these activities, events, or conditions. The holder has sole responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

**H. INDEMNIFICATION.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's family, guests, invitees, heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may become applicable, including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

## **V. RESOURCE PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

**B. WATER POLLUTION.** No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

**C. ESTHETICS.** The holder shall protect the scenic esthetic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

**D. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.

**E. PESTICIDE USE.** Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, or fish without the prior written approval of the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**F. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave such discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**G. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION.** If the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on federal or tribal lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the forest archaeologist by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation. If resumption of the activity is otherwise lawful, except that a recovery plan adopted as a binding agreement between the Forest Service and the affected Indian tribes may provide for earlier resumption of the activity.

**H. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES.** The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 et seq., as amended, or as sensitive by the Regional Forester under FSM 2670, pursuant to consultation conducted under section 7 of the ESA, may be identified on the ground or



shown on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species are discovered, or if new species are listed as federally threatened or endangered under the ESA or as sensitive by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

#### **I. CLEANUP AND REMEDIATION**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the Forest Service authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous substance in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the permit area to the Forest Service free and clear of contamination.

#### **VI. BASE CABIN USER FEES AND DEBT COLLECTION**

**A. BASE CABIN USER FEE.** The base cabin user fee shall be equal to 5% of the appraised market value of the recreation residence lot. The base cabin user fee for the first year of this permit shall be \$678.67 and shall be due on January 20, 2009. For purposes of determining the base cabin user fee after the first year of this permit, the initial and any subsequent appraised value of the recreation residence lot shall be adjusted by the percentage of change in the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) from the second quarter of the previous year to the second quarter of the current year. An annual adjustment to the base cabin user fee shall be no more than 5% in any year. When the annual percentage of change in the IPD-GDP would result in an annual adjustment of more than 5%, apply the amount of the adjustment in excess of 5% to the annual fee payment for the next year in which the percentage of change in the IPD-GDP is less than 5%.

**B. NEW BASE CABIN USER FEE.** The authorized officer shall notify the holder in writing at least 1 year before implementing a new base cabin user fee based on a subsequent appraisal performed pursuant to clause VI.D. The holder shall be required to pay the full amount of the new base cabin user fee if it results in an increase of 100% or less from the amount of the most recent base cabin user fee assessed the holder. When the new base cabin user fee results in an increase of more than 100% from the amount of the most recent base cabin user fee assessed the holder, one-third of the increase will be added to the base cabin user fee for the next 3 years. Annual adjustments also shall be included in the base cabin user fee as appropriate pursuant to clause VI.A.

#### **C. BASE CABIN USER FEE IF A DECISION IS MADE NOT TO RENEW THE USE UPON EXPIRATION OF THE PERMIT**

1. If a new recreation residence permit will not be issued upon expiration of this permit, the base cabin user fee for the 10th year prior to the date of converting the use and occupancy to an alternative public purpose will become the base fee for the remaining life of the use. The fee for each year during the last 10 years of the authorization shall be one-tenth of the base fee multiplied by the number of years remaining prior to the date of conversion.

2. When review of a decision to convert the recreation residence lot to an alternative public use shows that changed conditions warrant continuation of the recreation residence use beyond the conversion date and a new permit with a term of more than 10 years is issued, the holder shall pay the Forest Service the total amount of fees foregone for the 10-year period prior to the conversion date. This amount may be paid in equal annual installments over a 10-year period. Any unpaid portion of this amount shall be charged to a purchaser of the authorized improvements.

3. When review of a decision to convert the recreation residence lot to an alternative public use shows that changed conditions warrant continuation of the recreation residence use beyond the conversion date and a new permit with a term of 10 years or less is issued, the fee for the new permit will be computed as if notice had not been given that a new permit would not be issued, reduced by 10 percent for each year the permit term is extended less than 10 years. For example, a new permit with a 6-year term results in a land use fee of 60 percent of the base cabin user fee.

4. If the authorized officer determines that the recreation residence lot cannot be safely occupied because of an act of God or other catastrophic event, the base cabin user fee obligation of the holder shall terminate as of the date the act or event occurred. A prorated portion of the annual base cabin user fee reflecting the remainder of the current billing period from the date the act or event occurred shall be refunded to the holder, provided that if the holder is authorized to occupy an in-lieu lot, the prorated amount shall be credited to the annual base cabin user fee for the permit for the in-lieu lot.

#### D. APPRAISALS

1. Appraisals to ascertain the market value of the recreation residence lot shall be conducted by the Forest Service at least every 10 years. The next appraisal shall be procured by the Forest Service in time to implement the base cabin user fee by January 1, 2011.

2. Appraisals shall be prepared consistent with FSM 5410 and FSH 5409.12, Chapter 60.

3. If dissatisfied with an appraisal report used by the Forest Service to determine the base cabin user fee, the holder must notify the authorized officer within 60 days of the holder's intent to obtain a second appraisal report. If a request for a second appraisal report is submitted, the holder has one year following receipt of the notice of the determination of a new base cabin user fee to obtain, at the holder's expense, a second appraisal report using the same typical lot and date of value as the original appraisal report and based on all other relevant factors. The appraiser selected by the holder shall have qualifications equivalent to the appraiser who conducted the original appraisal and must be approved in advance by the assigned Forest Service review appraiser. The second appraisal report shall meet the appraisal guidelines enumerated in FSH 5409.12, Chapter 60. The holder's appraiser shall notify the Forest Service review appraiser of any material differences of fact or opinion between the initial and second appraisal reports. If the holder chooses to have the second appraisal report reviewed by the Forest Service, the holder shall submit a request for review by a Forest Service appraiser within 60 days of receipt of the second appraisal report. Within 60 days of receipt of the request, the authorized officer shall:

a. Review the initial and second appraisal reports and their corresponding review reports;

b. Determine a new base cabin user fee in an amount that is equal to the base cabin user fee determined by the initial or second appraisal or within the range of values, if any, between the initial and second appraisals; and

c. Notify the holder of the new base cabin user fee.

#### E. FEE PAYMENT ISSUES

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Base cabin user fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

##### 3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any base cabin user fee not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

**F. NONPAYMENT.** Failure of the holder to make timely payments, pay interest charges, or any other charges when due shall be grounds for revocation of this permit.

**G. ADMINISTRATIVE OFFSET AND CREDIT REPORTING.** Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

1. Administrative offset of payments due the holder from the Forest Service.
2. If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
3. Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
4. Disclosure to consumer or commercial credit reporting agencies.

## **VII. RENTAL, NON-TRANSFERABILITY, AND SALE**

**A. INCIDENTAL RENTAL.** With prior written approval from the authorized officer, the holder may rent the recreation residence covered by this permit for a limited number of short, specific periods for recreational purposes, provided the rental does not change the character or use of the authorized improvements from noncommercial to commercial. The rental agreement must be in writing and must provide that the holder remains responsible for compliance with all the terms of this permit. A copy of the rental agreement shall be provided to the authorized officer.

**B. NONTRANSFERABILITY.** This permit is not transferable. A purchaser or transferee of the recreation residence covered by this permit must apply for and obtain a new permit from the Forest Service.

**C. PROSPECTIVE PURCHASERS AND TRANSFEREES.** When the holder is contemplating a sale of the recreation residence authorized by this permit, the holder shall notify the authorized officer and provide a copy of this permit to the prospective purchaser or transferee. The holder shall not represent that the Forest Service will issue a new permit to the prospective purchaser or transferee. Any purchaser or transferee must apply for and obtain a new permit from the Forest Service.

## **VIII. REVOCATION, SUSPENSION, AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state or local law.
2. For noncompliance with the terms and conditions of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VIII.C, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VIII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable period, not to exceed 90 days, to cure any noncompliance.

### **B. REVOCATION FOR SPECIFIC AND COMPELLING REASONS IN THE PUBLIC INTEREST**

1. If during the term of this permit the authorized officer determines that specific and compelling reasons in the public interest require revocation of this permit, this permit shall be revoked after 180 days written notice to the holder, provided that the authorized officer may prescribe a shorter notice period if justified by the public interest. The Forest Service shall then have the right to relocate the holder's improvements to another lot, to remove them, or to require the holder to relocate or remove them, and the Forest

Service shall be obligated to pay an equitable amount for the improvements for their relocation and damages resulting from their relocation that are caused by the Forest Service. If that amount is fixed by mutual agreement between the authorized officer and the holder, that amount shall be accepted by the holder in full satisfaction of all claims against the United States under this clause. If mutual agreement is not reached, the authorized officer shall determine the amount to be paid, which shall become part of the revocation decision.

2. If revocation in the public interest occurs after the holder has received notification that a new permit will not be issued following expiration of this permit, the amount of damages shall be adjusted as of the date of revocation by multiplying the replacement cost by a fraction which has as the numerator the number of full months remaining in the term of the permit as of the date of revocation (measured from the date of the revocation notice) and as the denominator the total number of months in the original term of this permit.

**C. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

**D. APPEALS AND REMEDIES.** Written decisions made by the authorized officer relating to administration of this permit are subject to appeal pursuant to 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service, other than as provided in clause VIII.B.

**E. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon a change in ownership of the authorized improvements. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

1. Termination Upon Change in Ownership. If the holder through voluntary sale, transfer, enforcement of contract, foreclosure, or other legal proceeding ceases to be the owner of the authorized improvements, this permit shall terminate. If the person who acquires title to the improvements is qualified to be a holder under applicable regulations and Forest Service directives, that person shall be granted a new permit for the remainder of the term of this permit.

2. Termination of a Permit Issued to a Husband and Wife or an Individual Upon Their Death

a. Married Couple. If the holder of this permit is a married couple and one spouse dies, the permit shall remain in effect, without amendment or revision, in the name of the surviving spouse.

b. Individual or Surviving Spouse. If the holder of this permit is an individual or a surviving spouse and the holder dies, this permit shall terminate. Pending settlement of the holder's estate, an annual renewable permit, using form FS-2700-4, shall be issued to the executor or personal representative of the holder's estate. Upon settlement of the estate, the authorized officer shall issue a new permit, updated as necessary to reflect Forest Service policy changes, to a qualified heir or devisee for the remainder of the term of this permit. To qualify, an heir or a devisee must be one individual 21 years of age or older or a husband and wife who have title to the recreation residence authorized by this permit, as shown by a court order, bill of sale, recorded will, or other legally sufficient documentation.

**IX. CONTINUATION OF THE AUTHORIZED USE UPON EXPIRATION OF THE PERMIT**

**A. CONSISTENCY DETERMINATION.** A decision to issue a new permit or convert the permit area to an alternative public use upon expiration of this permit requires a determination of consistency with the applicable land management plan (the plan).

1. Where continued use is consistent with the plan, the authorized officer shall issue a new permit, in accordance with applicable requirements for environmental analysis.

2. If, as a result of an amendment or revision of the plan, the permit area is allocated to an alternative public use, the authorized officer shall conduct site-specific environmental analysis to determine the range and intensity of the alternative public use.

a. If the environmental analysis results in a decision that the authorized use may continue, the holder



shall be notified in writing, this permit shall be modified as necessary, and a new permit shall be issued upon expiration of this permit.

b. If the environmental analysis results in a decision that the authorized use shall be converted to an alternative public use, the holder shall be notified in writing and given at least 10 years continued occupancy. The holder shall be given a copy of the environmental analysis and decision document.

c. If a land use decision relating to the permit area and its supporting environmental documentation are more than 5 years old, the decision and supporting documentation shall be reviewed at least 2 years prior to permit expiration. If the review indicates that the conditions resulting in the decision are unchanged, the decision may be implemented. If the review indicates that conditions have changed, new environmental analysis shall be conducted to determine the proper course of action.

**B. NEW TERMS AND CONDITIONS.** In issuing a new permit, the authorized officer shall include terms and conditions that reflect new requirements imposed by current federal and state land use plans, laws, regulations, or other management decisions.

**C. NEW PERMIT TO ACCOMMODATE 10-YEAR CONTINUED OCCUPANCY.** If the 10-year continued occupancy given a holder who receives notification that a new permit will not be issued would extend beyond the expiration date of the current permit, a new term permit shall be issued for the remaining portion of the 10-year period.

#### **X. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL**

**A. REMOVAL OF IMPROVEMENTS.** Except as provided in clause VIII.B, upon revocation of this permit or termination of this permit without renewal of the authorized use, the authorized officer has the discretion to require the holder to sell or remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the site to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the permit area.

**B. OFFER OF AN IN-LIEU LOT.** Upon revocation (other than revocation for noncompliance) or upon notification that a new permit will not be issued after expiration of this permit, the authorized officer may offer an in-lieu lot, if available, to the holder for building or relocating a recreation residence. An in-lieu lot must be in a location that is consistent with the applicable land management plan in the same National Forest as the authorized improvements or in an adjacent National Forest. An offer of an in-lieu lot must be accepted within 90 days or within 90 days of final disposition of administrative appeal of the revocation decision, termination when rebuilding is not allowed, or notification that a new permit will not be issued upon permit expiration, whichever is later, or the offer will expire.

#### **XI. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. SUPERSEDED PERMIT.** This permit replaces a special use permit issued to: Ronald & Dorothy Arnold, CAS538501, on 01/24/1989.

**C. DISCLAIMER REGARDING TITLE.** Issuance of this permit shall not be construed as an admission by the United States as to the title to any of the authorized improvements. The United States disclaims any liability for issuance of a permit in the event of disputed title.

#### **D. RULES OF CONSTRUCTION.**

1. If there is a conflict between the foregoing standard printed clauses and any clauses added to the permit, the standard printed clauses shall control.

2. If this permit is issued to a trust and there is a conflict between any of the terms and conditions of this permit and the terms of the trust documents or state law applicable to the trust, the terms and conditions of this permit shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

ACCEPTED:

<u>Ronald D. Arnold</u>	<u>Dorothy A. Arnold</u>	<u>1/7/09</u>
Ronald & Dorothy Arnold (Holder Name)	SIGNATURE	DATE

APPROVED:

<u>CAROL MCCOY BROWN, DISTRICT RANGER</u>	<u>Carol McCoy Brown</u>	<u>Jan 8, 2009</u>
(Name and Title Of Authorized Officer)	SIGNATURE	DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0598-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 532-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8842 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

CONCERNING CABIN AND PROPERTY AT  
103 PARADISE VALLEY RD, LOT 2, WARM LAKE, IDAHO

I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property.

This transfer is in agreement with the intentions of my late husband, Francis Doyle Arnold. Further, his intent was that the cabin and property be shared with Mary A. Snider (sister of Ronald D. Arnold).

Signature Bette F. Arnold  
Bette F. Arnold  
Date June 9, 05  
Witness Thom Vagstad

NOTARY:

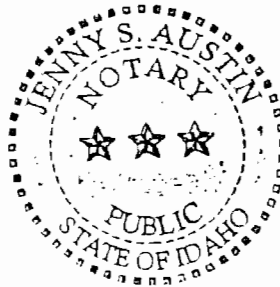
JURAT

State of Id  
County of Ada

Subscribed and sworn/affirmed to before me this 9 day of June  
2005, by Bette F Arnold

Jenny S Austin  
Notary Public

My Commission Expires: 7-28-2005



Instrument # 312551  
VALLEY COUNTY, CASCADE, IDAHO  
2006-08-24 10:41:03 No. of Pages: 2  
Recorded for: BETTE ARNOLD  
LELAND G. HEINRICH  
Ex-Officio Recorder Deputy [Signature] Fee: 6.00  
Index to: MISCELLANEOUS RECORD

Exhibit F



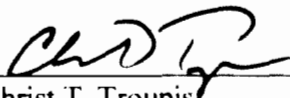
State of Idaho            )  
                                  ) ss.  
County of Ada            )

Christ Troupis, first duly sworn, deposes and states:

1. I am the attorney for the Defendants Ronald and Dorothy Arnold in the above-entitled action. Each of the facts set forth herein are known to me of my own personal knowledge and if sworn as a witness, I could testify competently thereto. This affidavit is made in Support of Defendants' Motion for Summary Judgment.
2. On or about July 12, 2010, I served Defendants' First Set of Interrogatories and Requests for Production of Documents on the Plaintiffs in this action. Request for Production No. 1 stated:  
  
    **"REQUEST NO. 1:** Please produce a copy of each and every document or other item in your possession or under your control that you believe is relevant to any contested factual issue in this case, whether or not you intend to introduce the same in evidence at any pretrial motion hearing or at the trial herein."  
  
3. The Plaintiffs answered the above Request and produced checks totaling \$5,814.08, constituting Plaintiffs' evidence of their cabin expense reimbursement made to the Arnolds. At my direction, the Arnolds did not accept two of the checks, for \$600.00 each, and those checks were returned to the Sniders. The remaining checks produced by the Sniders total \$4,614.08, which was received and accepted by the Arnolds as Sniders' contribution to Arnolds' cabin expenses. A true and accurate copy of the checks produced by the Sniders in response to the Defendants' discovery request is attached hereto as Exhibit A.
4. The Sniders served Interrogatories and Requests for Production on the Arnolds in this action, requesting documentation of expenses incurred by the Arnolds with regard to the cabin. Arnolds prepared and produced documents showing that they had incurred over \$35,100 in expenses for the cabin. A true and accurate copy of the summary of those documents is attached hereto, marked Exhibit B, and incorporated by this reference.

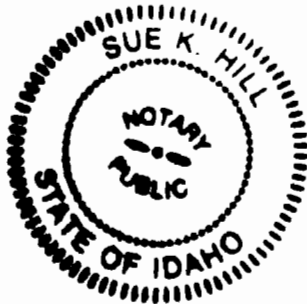
5. I have conducted internet research of cabin rentals in the Warm Lake/Cascade/McCall area to determine a range of rental prices for cabins. The range of prices for cabin rentals runs from \$150/day to \$325/day. Attached hereto as Exhibit C are true and accurate copies of the rental information.

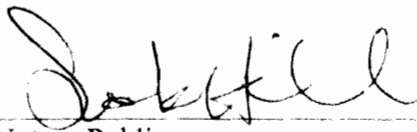
FURTHER, AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Christ T. Troupis

State of Idaho                    )  
                                          ) ss.  
County of Ada                    )

Subscribed and sworn to before me, a Notary Public in and for the State of Idaho on this 17<sup>th</sup> day of August, 2010.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 5/2016  
Residing At: Boise, Idaho

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 2010, I served a true and correct copy of Affidavit of Christ Troupis in Support of Defendants' Motion for Summary Judgment by U.S. Mail, first class postage prepaid, addressed as follows:

Michael G. Pierce  
Attorney At Law  
P.O. Box 1019  
Cascade, Idaho 83611

  
\_\_\_\_\_  
Christ T. Troupis

STEVEN J. SNIDER OR MARY A. SNIDER

92-1517 1241  
5016235406

399

600 S. SCHOOL ST. PH 922-1111

KUNA, ID 83634

DATE 11/24/99

PAY TO Ron Arnold \$106.91  
One hundred six & 24/100 DOLLARS

MEMO Cabin Taxes

Mary A. Snider  
 00000010691

STEVEN J. SNIDER OR MARY A. SNIDER

92-1517 1241  
5016235406

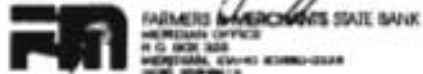
3517

600 S. SCHOOL ST. PH 922-1111

KUNA, ID 83634

DATE 10/8/97

PAY TO Ron Arnold \$74.00  
Seventy-four & 00/100 DOLLARS

MEMO Cabin

Mary A. Snider  
 00000007400

STEVEN J. SNIDER OR MARY A. SNIDER

92-1517 1241  
5016235406

3310

600 S. SCHOOL ST. PH 922-1111

KUNA, ID 83634

DATE 11/19/99

PAY TO Ron Arnold \$54.72  
Fifty-four & 72/100 DOLLARS

MEMO Cabin

Mary A. Snider  
 00000005122

1:1241015131:3155 5016235406

MEMO

Cabin TaxesMary A. Snider

One hundred six & 24/100  
 \$106.91

DATE 3/20/99

3155

92-1517 1241  
5016235406

Exhibit A



⑆124101513⑆3775 5016235406⑆

MEMO

**FBI**

UNITED STATES DEPT. OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

BM 034

*Mary A. Snider*

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634  
DATE *3/22/00*  
3775  
\$10.00  
DOLLARS

STEVEI SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-15171241  
5016235406

35 34

DATE *4/7/00*

*One hundred and thirty-nine dollars*  
\$49.20  
DOLLARS  
*Mary A. Snider*  
⑆124101513⑆3918 5016235406⑆ ⑆0000009920⑆

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-15171241  
5016235406

37984

DATE *4/1/00*

*One hundred and fifty dollars*  
\$151.12  
DOLLARS  
*Mary A. Snider*  
⑆124101513⑆3798 5016235406⑆ ⑆0000016512⑆

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-15171241  
5016235406

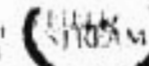
4263

DATE *12/08/00*

PAY TO THE ORDER OF *Rose Arnold*  
*One hundred forty-eight and 7/10*  
\$148.70  
DOLLARS  
FARMERS & MERCHANTS  
MERIDIAN OFFICE  
P.O. BOX 880  
MERIDIAN, IDAHO 83680-0880  
TELEPHONE (208) 880-8819  
MEMO *Celebratory \$14.23*  
*Mary A. Snider*  
⑆124101513⑆1423 5016235406⑆

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-1517 1241  
5016235406



4360

DATE 2/15/01

PAY TO THE  
ORDER OF

Ron Arnold

\$210.<sup>00</sup>

Two hundred ten & <sup>00</sup>/<sub>100</sub>

DOLLARS



FARMERS & MERCHANTS

MERIDIAN OFFICE  
P.O. BOX 389  
MERIDIAN, IDAHO 83680-0389  
TELEPHONE (208) 688-6819

STATE BANK

MEMO

Cabin ~~for~~ ~~the~~ ~~house~~

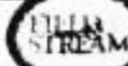
Mary A. Snider

⑆124101513⑆4360 5016235406⑆

⑈0000021000⑈

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-1517 1241  
5016235406



4428

DATE 4/6/01

PAY TO THE  
ORDER OF

Ron Arnold

\$168.<sup>84</sup>

One hundred sixty & <sup>84</sup>/<sub>100</sub>

DOLLARS



FARMERS & MERCHANTS

MERIDIAN OFFICE  
P.O. BOX 389  
MERIDIAN, IDAHO 83680-0389  
TELEPHONE (208) 688-6819

STATE BANK

MEMO

Joe Power

Mary A. Snider

⑆124101513⑆4428 5016235406⑆

⑈0000016884⑈

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-1517 1241  
5016235406



4383

DATE 3/10/01

PAY TO THE  
ORDER OF

Ron Arnold

\$138.<sup>00</sup>

One hundred thirty eight

DOLLARS



FARMERS & MERCHANTS

MERIDIAN OFFICE  
P.O. BOX 389  
MERIDIAN, IDAHO 83680-0389  
TELEPHONE (208) 688-6819

STATE BANK

MEMO

Cabin

Mary A. Snider

⑆124101513⑆4383 5016235406⑆

⑈0000013800⑈

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83624

92-15171241  
5016235406

5 8

DATE 2/17/02

PAY TO THE ORDER OF Ron Arnold \$ 130.28

Two hundred thirty and 28/100

FARMERS & MERCHANTS  
MEMORANDUM OFFICE  
P.O. BOX 1416  
KUNA, IDAHO 83624-0146  
TELEPHONE (208) 922-1111

Memo Cabin Prices Mary A. Snider

⑆ 24 60 51 31 50 18 50 16 23 54 06 ⑈ ⑆0000013028⑆

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83624

92-15171241  
5016235406

5543

DATE 12/01/02

PAY TO THE ORDER OF Ron Arnold \$ 256.05

Two hundred fifty six and 5/100

FARMERS & MERCHANTS  
MEMORANDUM OFFICE  
P.O. BOX 1416  
KUNA, IDAHO 83624-0146  
TELEPHONE (208) 922-1111

Memo Cabin Prices Mary A. Snider

⑆ 24 60 51 31 55 43 50 16 23 54 06 ⑈ ⑆0000025605⑆

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83624

92-15171241  
5016235406

5243

DATE 10/07/02

PAY TO THE ORDER OF Ron Arnold \$ 122.00

One hundred twenty two and 00/100

FARMERS & MERCHANTS  
MEMORANDUM OFFICE  
P.O. BOX 1416  
KUNA, IDAHO 83624-0146  
TELEPHONE (208) 922-1111

Memo Cabin Prices Mary A. Snider

⑆ 24 60 51 31 52 43 50 16 23 54 06 ⑈ ⑆0000012200⑆

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

12/12/02

Pay to the Order of Ron Arnold \$140.00

One hundred forty + 00/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

01/16/2008 8431 \$140.00

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

1/4/07

Pay to the Order of Ron Arnold \$184.14

One hundred eighty four + 14/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

03/12/2007 7936 \$184.14

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

8/5/07

Pay to the Order of Ron Arnold \$433.00

Four hundred thirty three + 00/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

08/09/2007 8185 \$433.00

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

12/10/08

Pay to the Order of Ron Arnold \$226.00

Two hundred twenty six + 00/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

12/22/2008 8926 \$226.00

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

4/24/08

Pay to the Order of Ron Arnold \$210.00

Two hundred ten + 00/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

05/07/2008 8576 \$210.00

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

04/30/2008 8563 \$153.00

Pay to the Order of Ron Arnold \$153.00

One hundred fifty three + 00/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

5-2-03

Pay to the Order of Ron Arnold \$118.00

One hundred eighteen + 00/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

4-22-03

Pay to the Order of Ron Arnold \$174.36

One hundred seventy four + 36/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

#5794 Posted 4/30/03 \$174.36

ACCOUNT: 5016235406

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

11/22/03

Pay to the Order of Ron Arnold \$320.06

Three hundred twenty + 06/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

#5942 Posted 11/28/03 \$320.06

Steven J. Snider or Mary A. Snider  
600 S. School St. Ste. 222-1111  
Xenia, OH 45634

4/10/06

Pay to the Order of Ron Arnold \$190.00

One hundred ninety + 00/100

For Cash Mary A. Snider

CASCADES

17060240831 5016235406

**DO NOT USE FOR REORDERING PURPOSES**

Protect Your Duplicate Checks Store your duplicate checks in your check box

☒ **Track your expenses...**

- ☐ Clothing ☐ Food ☐ Transportation  
☐ Credit Card ☐ Utilities ☐ Mortgage  
☐ Entertainment ☐ Insurance ☐ Other \_\_\_\_\_

☐ TAX DEDUCTIBLE ITEM

7478

*RAM involved  
 one hundred sixty two*

*12/30/05*

BALANCE FORWARD	
THIS ITEM	232.00
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

For enhanced security your name and account number do not appear on this copy.

NOT NEGOTIABLE

**DO NOT USE FOR REORDERING PURPOSES**

Protect Your Duplicate Checks Store your duplicate checks in your check box

☒ **Track your expenses...**

- ☐ Clothing ☐ Food ☐ Transportation  
☐ Credit Card ☐ Utilities ☐ Mortgage  
☐ Entertainment ☐ Insurance ☐ Other \_\_\_\_\_

☐ TAX DEDUCTIBLE ITEM

7554

*one hundred sixty two*

BALANCE FORWARD	
THIS ITEM	
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

For enhanced security your name and account number do not appear on this copy.

NOT NEGOTIABLE

STEVEN J. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-1517 1241  
5016235406

2948

DATE 11/27/98

*Rose Arnold*  
\$107.69  
9/6/00  
Power  
112110151312948 5016235406 0000010769

Aug. 24 2009 10:07AM P2

PHONE NO. : 2089222871

FROM : STEVE SNIDER

1/1

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

**CapEd** P.O. BOX 570  
MERRIMAN, IDAHO 83880-0570  
PHONE (208) 884-8150

**Capital Educators**  
Federal Credit Union

ISSUED BY MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 8478, MINNEAPOLIS, MN 55480  
DRAWEE: FIRST INTERSTATE BANK  
BILLINGS, MT

**OFFICIAL CHECK**

NO. 638376

08/12/2009

\$600.00

Pay \*\*\* SIX HUNDRED DOLLARS AND 00 CENTS \*\*\*

RON ARNOLD  
RE: MARY SNIDER  
CARIN (LEASE, TAXES, INSUR. AND  
POWER) 2009

DRAWER: CAPITAL EDUCATORS FEDERAL CREDIT UNION

*Amari Bush*  
AUTHORIZED SIGNATURE

TO THE ORDER OF

12 00698376

⑈638376⑈ ⑈09200541⑈⑈016001⑈862761⑈



Steven J. Snider or Mary A. Snider  
600 S. School St. P.O. Box 71112  
Kuna, ID 83634

9736  
98-4321120 10

6/8/10

Pay to the  
Order of

Ron Arnold

\$600.00

Six hundred and no/100

00/100

BANK OF THE  
CASCADIES  
MEMBER FDIC

PRESTIGE CHECKING

For Cash

Mary A. Snider

⑆ 63206024⑆ 9736 5016235406 ⑆

June 23, 2010

Sniders:

We are not accepting your contribution for cabin expenses.

Ron Arnold

Ron Arnold



### Partial Summary of Expenditures

Idaho Power .....	\$1734.18
(see pages 95-96b)	
Valley County Taxes .....	\$8175.48
(see pages 95, 98)	
Insurance .....	\$8036.00
(see pages 95, 99)	
Permit Fees .....	\$8391.00
(see pages 95, 100)	
Maintenance Expenses (beyond regular expenses) of past few years .....	\$8763.99
(see pages 68 – 94)	
<b>Total</b>	<b><u>\$35,100.65*</u></b>

\*This figure does not include expenditures for several projects such as screened porch/bedroom addition, new roof for cabin and addition, storage shed, and electrical installation. Many of these projects were done in the 1980's and we do not have receipts available. Note that these projects were much more labor intensive than cost oriented and nearly all labor was provided by us (Arnolds).

A partial list of materials originally purchased for the projects is on the following pages.

Build your own website on Tripod

The fast, easy and fun way to build a website

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[Help](#)
[Home](#)
[About](#)
[Contact Us](#)
[Privacy](#)
[Terms of Use](#)

<a href="#">Budget Truck Rental</a> <a href="#">Save 10% when you rent a Budget Truck Rental today!</a> <a href="#">Offer</a> <a href="#">Budget Truck Rental</a>	<a href="#">Rent a Vacation Home</a> <a href="#">Cheap vacation homes. Better prices. 250,000+ homes. Search &amp; Book Today!</a> <a href="#">Vacation Homes</a>	<a href="#">Rent Textbooks And Save</a> <a href="#">Cheap as \$1 in Textbook Rental! \$217 (27 \$50 Saved Off Low Price)</a> <a href="#">Textbooks</a>	<a href="#">Cabin Rental</a> <a href="#">Cabin Rental Deals! Find Your Cabin Rental!</a> <a href="#">Cabin Rental</a>
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## Cabin Rentals

### Site Menu:

[Home](#)
[About Us](#)
[Contact Us](#)
[Privacy Policy](#)
[Terms of Use](#)
[Rent a Cabin](#)
[Cabin Rentals](#)
[Contact Us](#)
[Privacy Policy](#)
[Terms of Use](#)
[Rent a Cabin](#)
[Cabin Rentals](#)


### Rental fees and costs...

#### Construction Rental Rates Are Negotiable. Call For Rates And Availability.

Our cabins are available for daily rentals as well as short term leases YEAR ROUND. Rates vary for both cabins.

**Berry Cabin:** 1200 square foot fully furnished 3 bedrooms 2 bathrooms (2 rooms upstairs 1 down). Dining room. Furnished Kitchen with microwave, refrigerator, and electric stove. Living room with wood burning stove and hide-a-bed (wood provided). Baseboard heaters for added heat. Washer and dryer.

**Allen Cabin:** 1800 square foot fully furnished 3 bedrooms 2 bathrooms (2 rooms upstairs 1 master bedroom downstairs). Dining room. Furnished Kitchen with microwave, refrigerator, and gas stove. Living room with wood burning stove and hide-a-bed (wood provided). Baseboard heaters for added heat. Washer and dryer.

Log cabin and house sit together on a 1 acre lot.

#### Winter Rental Rates (may vary)

\*Rates are based on a four person occupancy and vary due to holidays and peak times.

- \$350 for 2 nights
- \$500 week
- \$800 2 weeks
- Month Rates Vary

#### Summer Rental Rates

- \$350 for 2 nights
- \$500 week
- \$800 2 weeks
- Month Rates Vary

\$50 cleaning fee

Taxes do apply at 8% hotel and sales tax.



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[Back](#)
[Next](#)

Chris Berry © 2003

### Wooded Area

[Camping](#)
[Camping](#)
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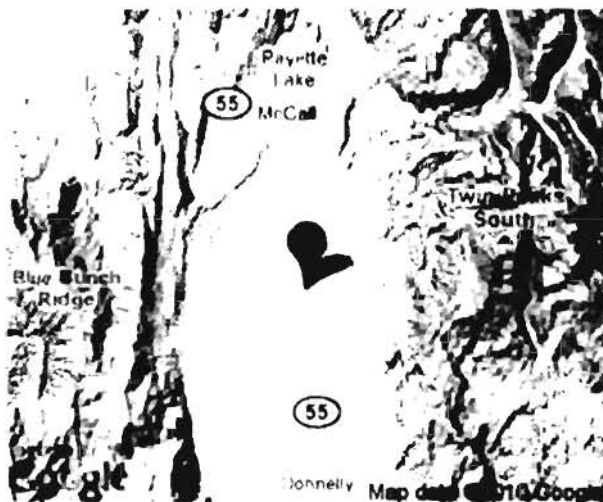
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## Lake Fork, Idaho Vacation Rentals



Lake Fork, Idaho offers great vacation house rental and home rental-by-owner deals for the knowledgeable traveler. No matter what budget or level of comfort you seek in your holiday to Lake Fork, ID, there's surely a great local vacation home rental available to meet your needs. Browse the list below for information on Lake Fork cabins, condos, bed & breakfast inns, luxury suites, corporate apartments and vacation packages.

### Rent a Vacation Home

Ads by Google

Cheaper than Hotels- Better Choices 230,000+ Homes.  
Search & Book Today  
HomeAway.com

## Idaho Travel Information Ads by Google

[Cabin Rental](#)[Maps Trails](#)[Vacation Rentals](#)[Log Cabin](#)[Secluded Cabin](#)[Rental Rentals](#)

### Boise Coupons

Ads by Google

1 ridiculously huge coupon a day. It's like doing Boise at 90% off!

[www.Groupon.com/Boise](http://www.Groupon.com/Boise)

### Sunriver Vacation Rentals

2 Luxurious Executive Quality Homes with 6 & 7 Bedroom & Bath Suites

[www.vrha.com/ny](http://www.vrha.com/ny), 85105

### Rent Textbooks And Save

Chegg is #1 in Textbook Rentals! \$217,122,658 Saved Off List Price

www.Chegg.com

## Cabins

Compare Fare Prices, Find Deals & More. Make Decisions w/Bing™ Travel

www.bing.com/Travel

## Vacation Rental Homes in the Lake Fork, Idaho Area

Find more great deals here



### McCall Vacation Rentals - Log Cabin with Beach Access!

Beach access is included with your rental fees. In fact the beach access is directly across the street from the cabin. There is even a filtered view of the lake from the living room. With five bedrooms there is plenty of room for two families. We have two queen beds, a twin over full bunk bed, a twin bunk bed set, and a double futon.

From \$150

Vacation Rental

5 bedrooms, 2 bathrooms

5.81 miles from the center of Lake Fork



### \$100 a Night!! Private Hot Tub, Wi-Fi, Sleeps 9 (19 W/Extra Rooms) Mega Parking

Skiing, Snowmobiling, Hunting, Camping, Fishing, Hiking, Kayaking, Boating, Jet Skiing, Water skiing, Horseback Riding

From \$700 Weekly

Estate

8 bedrooms, 7.5 bathrooms, sleeps 19

5.52 miles from the center of Lake Fork



### Luxury Town Home-1 Block to Lake & Downtown; Close to Skiing

'Robb & Pauline's High Country Getaway' is a 2400 square foot luxury town home in the heart of scenic McCall, Idaho. It is fully furnished - from wine glasses to linens, and includes original Monte Stiles autographed photos of Idaho scenery and wi...

From \$250 Daily

Townhome

4 bedrooms, 3 bathrooms, sleeps 10

5.52 miles from the center of Lake Fork



### Majestic McCall Vacation Home

Magnificent new vacation home located in the quiet and peaceful Aspen Ridge neighborhood of beautiful McCall, Idaho. This beautifully decorated 3000 square foot mountain retreat has it all! Large great room with sleeper sofa, three private bedroom

Cabin

3 bedrooms, 3 bathrooms, sleeps 12

5.52 miles from the center of Lake Fork



### McCall Vacation Rentals - Cabin w/ HOT TUB near Ponderosa Park, Golf & Lake!

Our Pilgrim Cove Cabin is perfectly located on a beautiful wooded lot just minutes from downtown McCall. McCall Golf Course, Ponderosa State Park, Payette Lake beaches, boat docks, etc. Hike, Bike or X-Country Ski right out the front door into Ponderosa Park!

From \$150

Vacation Rental

3 bedrooms, 2 bathrooms

Terr

11440

11440

5.81 miles from the center of Lake Fork

### 'The Best' Payette Lake Condo in McCall



In Town Lake View Condo. This is 'The Best' top floor end unit condo with lots of natural light, your private balcony overlooks the marina and Payette Lake. Just blocks from downtown, you can park your car and walk to all shops, restaurants and ...

**From \$495 Weekly**

Condo

2 bedrooms, 1 bathroom, sleeps 4

6.17 miles from the center of Lake Fork

### Beautiful Cozy Cabin in Spring Mtn. Ranch Complete W/Hot Tub



First things first: If you like comfortable beds, look no further. You will not find a better nights rest anywhere! And if you're traveling in the winter, our bed heaters will definitely take the chill off. Each bedroom also has it's own televisio...

Cabin

3 bedrooms, 2 bathrooms, sleeps 10

6.21 miles from the center of Lake Fork

### Big Cabin, Great Location with Wireless DSL



Ideal location and setting for families and even family reunions. It is convenient, yet secluded. A huge driveway/black top area is ideal for kids to play basketball (portable, retractable hoop), ride bikes or park your recreational vehicles. With...

**From \$325 Daily**

Cabin

5 bedrooms, 3.5 bathrooms, sleeps 16

6.17 miles from the center of Lake Fork

### Cozy Log Cabin - Walk to Lake, Short Drive to Ski!



If you arrived at this web page, you probably already know about McCall. It's quite a place. Once you come, you'll keep coming back! And this little log cabin is a great place for a weekend ski trip or a summer vacation with your family. The locat...

**From \$140 Daily**

Cabin

2 bedrooms, 1 bathroom, sleeps 6

6.17 miles from the center of Lake Fork

### Lakefront Condo in Beautiful McCall, Idaho



This studio condo is one of the few, unique lakefront condos on Payette Lake available for rent. Your rental comes with a boat dock and a beach with a swimming area, as well as a lake side pool. There are trees and grass frontage on the proper...

**From \$320 Weekly**

Studio

0 bedrooms, 1 bathroom, sleeps 4

6.17 miles from the center of Lake Fork

### McCall luxury Condo - 2 BR 2BA beautiful view of Lake Payette and surroundings

McCall is 2 to 2 1/2 hours North of Boise, Idaho (closest large airport). One can fly into McCall, if one doesn't mind a 'puddle jumper' - I enjoy the drive from Boise to McCall. McCall offers ice skating (skating rink is in center of town), sn...

**From \$1,050 Weekly**

Condo

2 bedrooms, 2 bathrooms, sleeps 4

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**The Conifer Lodge - Walk to Lakeview Beach at Ponderosa State Park**

This newly completed custom home has beautiful hand crafted woodwork throughout, custom tile work and a large custom kitchen. Trees cover the property. There is a ample parking space on and off the road. The great room houses the large kitchen,...

**From \$650 Daily**

Cabin

10 bedrooms, 7 bathrooms, sleeps 25

6.17 miles from the center of Lake Fork

**Luxury Payette Lake Cabin**

Luxury Payette Lake cabin on the water. Private white sand beach and dock. Construction just completed summer '08. House built with reclaimed lumber and stone. Interior design by renown California designer, Erin Martin. Wrap around deck over looks...

**From \$6,000 Weekly**

Cabin

4 bedrooms, 4 bathrooms, sleeps 12

7.64 miles from the center of Lake Fork

**Brand New & Looking Forward to Your Adventure Near Tamarack**

Brand new cabin located just a few minutes from Tamarack, Gold Fork Hot Springs, McCall, and access to Cascade Lake and is located on a paved road for easy year round access. Incredible views and tranquility await you in this serene and scenic v...

**From \$1,400 Weekly**

Cabin

4 bedrooms, 2 bathrooms, sleeps 18

9.05 miles from the center of Lake Fork

**McCall Vacation Rentals - A Contemporary Mountain Home with Hot Tub!**

The Rio Vista Mountain Home was purchased and renovated in 2009, and offers a wonderful secluded, contemporary, getaway for parties as large as 12-14. The open kitchen, dining, living area is fabulous for entertaining. Kids can enjoy the TV/game room loft that has a Foosball Coffee Table, and a balcony overlooking the great room.

**From \$200**

Vacation Rental

4 bedrooms, 2 bathrooms

5.81 miles from the center of Lake Fork

**McCall Vacation Rentals - STORYBOOK COTTAGE NEAR LAKE, SKIING, SNOWMOBILING**

Very Charming, Custom Cabin in the Woods, just minutes from down town McCall and Whitetail Resort, 10 minutes from Brundage Ski Resort, 20 minutes from Tamarack Ski Resort, minutes from Public Beaches and Boat Launch for Payette Lake. Snowmobile, X-Country Ski, or Bike right out your back door in a veritable wonderland of outdoor beauty -- no matter the season!

**From \$150**  
**Vacation Rental**  
**3 bedrooms, 1 bathroom**  
**5.81 miles from the center of Lake Fork**

#### McCall Vacation Rentals - Cozy McCall condo



This condo in beautiful McCall, Idaho is located within walking distance to Payette lake and downtown. It's very clean and nicely decorated and is in a secluded area surrounded by pines. With 3 queen beds and a stocked kitchen, you're set for a relaxing break.

**From \$150**  
**Vacation Rental**  
**3 bedrooms, 2 bathrooms**  
**0 miles from the center of Lake Fork**

#### McCall Mountain Retreat



Executive townhouse fully furnished with an upscale rustic decor.

**Vacation Rental**  
**5.81 miles from the center of Lake Fork**

#### Tamarack Resort



**<b>Location.</b>** Tamarack Resort is located 90 miles north of Boise in Donnelly, Idaho in the Frank Church Wilderness. The cottages, chalets, and homes of the resort are situated at the base of Tamarack Mountain within walking distance or a short shuttle ride to the Tamarack Ski Resort and the Osprey Meadows Golf Course. Lake Cascade, less than a one-mile walk from the lodging neighborhoods, offers waterskiing, wakeboarding, kayaking and sailing, and has three designated bird...

**From \$2,363 Weekly**  
**Vacation Rental**  
**8.36 miles from the center of Lake Fork**

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Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed 8:13 A.M. \_\_\_\_\_ P.M.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

STEVEN J. SNIDER and MARY A.  
SNIDER, husband and wife,

Plaintiffs,

vs.

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, husband and wife,

Defendants.

---

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, Husband and Wife,

Counterclaimants,

vs.

STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,

Counterdefendants.

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Case No. CV-2009-549C

PLAINTIFFS' MEMORANDUM  
IN OPPOSITION TO  
DEFENDANTS' MOTION  
FOR SUMMARY JUDGMENT



Plaintiffs hereby state their opposition to Defendants' Motion for Summary Judgment, and submit the following for the Court's consideration, together with the affidavits submitted herewith.

**Legal Standard for Summary Judgment:**

Summary Judgment shall be granted when "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." **I.R.C.P. 56(c)**

On a motion for summary judgment, all facts, and all reasonable inferences from the facts in the record are to be construed in the light most favorable to the party opposing the motion. **Mitchell v. Siqueiros, 99 Idaho 396, 582 P. 2d 1074 ( 1978)**

**Facts:** Nearly every material fact pertaining to this matter is in dispute. Of the 26 numbered paragraphs in the defendants' "Statement of Undisputed Facts", only 5 (#1, #10, #11, #20 and #26) can be accepted without some qualification.

The facts from the perspective of the plaintiffs are as set forth in the Affidavit of Mary Snider and are summarized below.

The defendant Ronald D. Arnold and the plaintiff, Mary A. ("Toni") Snider are brother and sister. Their father, Francis Doyle Arnold, originally obtained a Special Use Permit from the Forest Service on February 29, 1956, to occupy Lot 2 of the Paradise Valley Tract, Valley County, Idaho, and construct a summer home. He subsequently constructed the cabin that was used by the family until his death on October 24, 1982. (Defendant states the date of death as October 22, 1982). (Mary Snider Aff. ¶ 2, Attachment to Exhibit B of Mary Snider Aff.)

At the time of his death, Doyle was married to Bette Marie Arnold. They were married sometime in 1973 or 1974. (Aff. Mary Snider, ¶ 8). According to the terms of his Last Will and Testament, all property owned at the time of his death was given to Bette Marie Arnold, if she survived him. In the event she did not survive, the Special Use Permit, cabin and appurtenances were to be given to his children, Ronald D. Arnold and Mary A. Snider, "share and share alike." Bette did survive and was awarded the property. (Aff. Mary Snider, ¶ 3, and Ex. "A").

On January 6, 1983, Ronald D. Arnold, Dorothy A. Arnold, Bette F. Arnold, Mary A. Snider, and Steven J. Snider, all met together at the Forest Service office in Cascade, Idaho. At that time, the five of them all signed a "Request for Termination of and Application for Special Use Permit" stating that all right, title and interest of Bette F. Arnold and Doyle Arnold *had been conveyed*, (emphasis added) and requesting that the Special Use Permit be transferred into the names of "Ronald D. or Dorothy A. Arnold and Steven J. or Mary A. Snider".

All five names were on the document at the time it was signed on January 6, 1983. No names were added later. There was no conversation among any of the parties to the effect that the permit was being transferred only to Ron and Dorothy and that Steve and Mary would be allowed to "use" the cabin.

The transfer was to both families without reservation or condition. The contact person for correspondence was to be Ronald D. Arnold. The application was left with the Cascade Ranger, Charles Jones, who signed it on January 14, 1983, recommending approval. (Aff. Mary Snider, ¶ 4, and Exhibit "B").

On February 1, 1983, the Cascade Ranger sent a special use permit containing only the names of Ron and Dorothy Arnold to Ron Arnold with instructions to sign the permit and pay the fee to the Supervisor's office in Boise. ( Aff. Mary Snider ¶ 5, and Exhibit "C")

On February 7, 1983, the District Ranger sent a letter to Ronald Arnold explaining that, despite the intention of the parties that the new permit be issued in the names of the Arnolds and Sniders, the reason only the names of Ronald and Dorothy Arnold were on the permit was because a new Forest Service policy had been instituted, as follows:

"A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife."

The Forest Service Ranger had taken it upon himself to simply put the permit into the names of Ronald and Dorothy Arnold, omitting the names of Steve and Mary Snider.

(Aff. Mary Snider, ¶ 6, and Exhibit "D")

Toni never actually saw the letter or the Special Use Permit until recently when she obtained a copy from the Forest Service under the Freedom of Information Act. (Aff. Mary Snider, ¶ 7)

When Ronald received that letter he called Toni to discuss it. In the phone conversation, Ron told Toni that the Forest Service could not put the permit in both families' names, because of a new policy. He did not mention anything to her about them being able to form some type of legal entity to put it into.

In that conversation, Ron and Toni agreed that the permit could remain in the names of Ronald D. Arnold and Dorothy A. Arnold, as the Forest Ranger had done, with the understanding that it was being held for the mutual benefit of both families. Ron told Mary they could draw up some kind of an agreement between them if she wanted, but he didn't think it was necessary. Mary completely trusted him and did not believe a written agreement was necessary at the time.

Ron did not say that he considered he and Dorothy to be the sole owners of the cabin and that Steve and Mary could use it. In fact, the *only time* Ron ever told Toni that he considered the cabin to belong solely to he and Dorothy was in July or August of 2009

at JB's Restaurant in Meridian. (Aff. Mary Snider, ¶ 7, 16).

Contrary to what Ron Arnold and Bette Arnold state in their affidavits, on at least four occasions since the permit was transferred in January of 1983, Bette Arnold has stated to various people that her intention was for the permit and/or cabin to go to both Ron and Toni.

The first occasion was approximately two weeks after they all met in Cascade to sign the document transferring the permit. Steve and Toni went to Bette Arnold's house to thank her for signing over the cabin to the four of them. Her response was that it was what their dad had wanted and she (Bette) had always intended to sign it over to "Toni and Ron." She said she had no moral claim to it as it had been the family cabin since long before she and Doyle had gotten married. (Work on the cabin was begun in the mid-1950's and Doyle and Bette did not get married until approximately 1973). (Aff. Mary Snider, ¶ 8).

Another occasion was also shortly after the transfer in January of 1983, when Bette stated to Earlene Taylor that she had signed the cabin over to Ron and Toni, "just as their father had wanted". (Aff. Earlene Taylor, ¶ 3).

The third occasion was in the late summer of 2009, when Steve and Toni went to Bette's house to discuss it with her. She stated that as far as she was concerned she had done what Doyle had wanted. She considered the cabin to belong to "you kids" and that it had never really been hers. She added that she didn't think what Ron was doing was right. (Aff. Mary Snider, ¶ 17).

The final occasion was in October of 2009 when aunt Betty Jean Arnold and Toni took Bette to lunch. She reiterated that she had signed it over to "you kids" and that was the end of the story. (Aff. Mary Snider, ¶ 18; Aff. Betty Jean Arnold, ¶ 3).

Contrary to what Ron Arnold and Bette Arnold state in their affidavits, Toni never saw Bette in 2005. In fact, from late Spring of 1983, to late summer of 2009, Toni never saw Bette at all. (Aff. Mary Snider, ¶ 13, 14).

From 1983 until recently Toni's family and Ron's family have shared the use of the cabin and have shared the expenses, including but not limited to lease payments to the Forest Service, personal property taxes to Valley County, Idaho, utilities, membership dues to the homeowners association, and maintenance expenses. (Aff. Mary Snider, ¶ 9).

Ron kept all the records pertaining to the cabin, including the records of the expenses, and several times each year he would call Toni to let her know what the lease payments, taxes, and insurance were. Ron would pay the bills and Toni would reimburse him for her half. In 2009 and 2010, since Ron no longer told them the exact expenses, they tendered estimated amounts of \$600 per year, but the tenders were refused. (Aff. Mary Snider, ¶ 9, 12).

Unfortunately, most of the Sniders' records, including checks, were lost in a flood of their basement in 2009, so they are unable at this time to document the full extent of their cost-sharing. . (Aff. Mary Snider, ¶ 9, 10, 11).

Since 1983 the Sniders have also shared the labor and expense of repairs and improvements to the property, and have done some improvements on their own. (Aff. Mary Snider, ¶ 11).

On several occasions since 1983, Steve and Toni spoke casually to one of the forest service representatives about getting their names on the lease, but were told the policy had not changed, and they could not have their names added because of the restriction to only husband and wife. (Aff. Mary Snider, ¶ 13).

Until recently, Steve and Toni never understood that a legal entity could have been formed to own the cabin. (Aff. Mary Snider, ¶ 13, 24).

In 2004 or 2005, they spoke to Mark Bingman, the Cascade Forest Service employee in charge of this summer home area. He told them there was no document on file showing ownership of the improvements on the property, including the cabin. They told Ron and he said he would try to get a "bill of sale" from Bette.

In 2005, Ron apparently prepared the document entitled "Concerning Cabin and Property at 103 Paradise Valley Rd, Lot 2, Warm Lake, Idaho", (Aff. Mary Snider ¶ 14, and Exhibit "F"), and took it to Bette for her signature.

When Ron showed Toni the document later, she was not concerned because it just made the legal title to the cabin match the legal title to the permit, and reiterated that it was to be shared with Toni, as was their father's intention. Toni never understood it to change anything and still considered Steve and her to be co-owners with Ron and Dorothy. Ron never said anything to the contrary. In fact, he told Toni that he didn't want her to feel as if it were not her cabin also. (Aff. Mary Snider ¶ 14)

Toni categorically denies that Ron told her at that meeting that he considered the permit and the cabin as belonging only to he and Dorothy, and that Steve and Toni continued to have "permission" to use it. . (Aff. Mary Snider ¶ 14)

Toni further denies that she had any meeting with Bette in 2005. (Aff. Mary Snider ¶ 14)

Toni noticed that sometime between 2005 and 2006, the "climate" of the Sniders' relationship with Ron and Dorothy began to change, for the reasons set forth in her affidavit. (Aff. Mary Snider ¶ 15)

In approximately July or August of 2009, at a lunch meeting at JB's Restaurant in Meridian, Ron told Toni, *for the first time*, that he considered the cabin to be his alone, to be passed down to his children, but that Toni could continue to use it until she died. (Aff. Mary Snider ¶ 16)

Ron states in paragraph 13 of his affidavit that he allowed Sniders to use the cabin approximately 12 weeks per year and that he imposed conditions for their use of it. Toni denies that there were any conditions placed on their use of the cabin, and points out that on several occasions over the years, Ron would call and ask for their permission to switch weekends of use. (Aff. Mary Snider ¶ 20)

Sniders believe their use of the cabin has always been approximately half, because the cabin is usually shut up during the winter and rarely used except during the summer season. In fact, the snow on the access road is not plowed in the winter. (Aff. Mary Snider ¶ 20)

The electric bills submitted by Ron Arnold show that there is no usage of electricity for approximately half of each calendar year, with only the minimum bill being charged by Idaho Power. (Aff. Michael Pierce, ¶ 4, Ex. "B")

Ron and Dorothy have demonstrated that they understood the cabin to be half owned by the Sniders by attempting to arrange a buy-out of the Sniders' interest, or offering to sell their interest. (Aff. Mary Snider ¶ 22)

In addition, a sign in front of the cabin for many years read "The Arnolds/Sniders." (Aff. Mary Snider ¶ 23)

**Argument:**

This action has been filed seeking declaratory relief under the provisions of Idaho Code 10-1201, et seq., with several theories having been advanced in the Complaint, including Resulting Trust, Implied Contract, Quasi Estoppel, and Unjust Enrichment. (Complaint, ¶ 6) Based on the submissions of the defendants, it appears that we can now add Constructive Trust as an additional theory for the Court to consider.

#### **A. Resulting Trust.**

Our Idaho Supreme Court has set forth the standard for creation of a Resulting Trust in **Hettinga v. Sybrandy**, 126 Idaho 467, 886 P.2d 772, as follows:

"Generally, a resulting trust can arise either (1) where title to property is transferred to one party, the trustee, although another party, the beneficiary of the trust, paid the purchase price for that property; or (2) where legal title to property is transferred by gift or devise, with an apparent intent that the donee or devisee is to hold legal title as a trustee in order for the beneficiary of the trust to enjoy the beneficial interest in that property.

Under the facts as set forth in the Affidavit of Mary A. Snider, a resulting trust was created under the above standard in early 1983.

Bette Arnold owned the Special Use Permit issued by the U.S. Forest Service and the personal property situated on Lot 2 of the Paradise Valley Tract, Valley County, Idaho after the death of her husband, Doyle Arnold, on October 24, 1982. Doyle Arnold was the father of Mary A. Snider and Ronald D. Arnold.

According to Mrs. Snider, all five interested parties gathered together in one place and at one time, January 6, 1983, at the Forest Service Office in Cascade, Idaho, where they sat down with the Cascade Ranger, and filled out the "Request for Termination of and Application for Special Use Permit." (Aff. Mary Snider, ¶ 4)

She asserts that all names were on the form at the time they signed, and no names were added later. There was no discussion to the effect that the permit and cabin were being transferred only to Ron and Dorothy, or that the Snider's names were added later as an accommodation. She understood the transfer to be to both families, in accordance with the wishes of their father, as stated in his will. (Aff. Mary Snider, ¶ 3, 4, 8, 14, 17, 18, 19, and Ex. "A", "B", "G")

The application was submitted by the Cascade Ranger to the Supervising office on January 14, 1983, recommending approval. (Aff. Mary Snider, ¶ 4 and Ex. "B")



The only reason the new permit was not issued in both families' names was because the Forest Service instituted a new policy stating that "A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife." That information was conveyed to Ron Arnold in a letter from the District Ranger dated February 7, 1983. (Ex. "D" to Aff. Of Mary Snider)

After receiving the letter, and the new permit that had been made out in only the Arnold names, Ron called Toni to let her know what had happened. In that conversation, an express oral agreement was made that Ron would go ahead and hold the permit, but it would be for the benefit of both families. (Aff. Mary Snider, ¶ 7)

The subsequent course of conduct, up until the past year or so, has been consistent with the foregoing agreement, as the parties have shared the use, shared the expenses, and shared the labor and expense of maintenance and improvements. (Aff. Mary Snider ¶ 9, 10, 11, 15, 20, and Ex. "E")

Based upon the foregoing scenario, a resulting trust was created between the Arnolds and the Sniders for their mutual benefit in their telephone conversation following receipt by Ron of the letter of February 7, 1983.

No consideration was paid by either the Arnolds or Sniders for the permit and cabin. The transfer from Bette Arnold was gratuitous. All subsequent consideration paid for permit fees, insurance, taxes, electricity, association dues, maintenance and improvements has been shared.

The evidence in support of the Sniders' claim is "clear, cogent, and convincing".

(a) Permit Application:

(1) The application itself (Ex. "B" to Aff. Mary Snider) recites in the part signed by Bette F. Arnold, that :

"I (we), the undersigned permittee(s) under that certain special use permit, dated February 29, 1956, authorizing me (us) to maintain a recreation residence at Paradise Valley summer home area, have conveyed all my (our) right, title, and interest in and to the improvements located on the parcel covered by said permit. Accordingly, I (we) request that said special-use permit be terminated, the remaining balance of any fees previously paid should be credited to the applicant named below."

It is dated January 6, 1983, and signed by Bette F. Arnold.

It does not speak of a future transfer, but recites that the transfer has already been made as of that date. It is clear that all parties considered that document to be the operative instrument to effect an immediate transfer.

(2) Equally important, and of much greater significance, is the fact that Part II is also signed by both the Sniders and Arnolds and is dated January 6, 1983. The names of the parties, as the proposed permittees, are typed into the document, *with the names of the Sniders typed immediately above the line and the names of the Arnolds typed above them*. If only the names of Ronald and Dorothy were on the document when Bette signed, as stated in paragraph 9 of her affidavit, and if Ronald had added the Sniders' names later, as stated in his affidavit at paragraphs 4 and 5, *the order of the names would have been reversed and the Arnolds names would have been on the line*.

(3) Even to the untrained eye, all the information typed onto both pages of the application appears to have been typed by the same typewriter, which also appears to be the same type used in the letters from the Cascade Ranger to Ron Arnold on February 1, and February 7, 1983. (Compare Exhibits "B", "C", and "D" attached to Affidavit of Mary Snider.)

(b) Letter of February 7, 1983: Ronald Arnold stated in his affidavit that Steve and Mary's names were added later by him as an accommodation, "even though I knew that the U.S. Forest Service would not issue a Permit in their names as well as ours, but would issue the Permit only in our names." (Aff. Ronald Arnold, ¶ 5) He

**PLAINTIFFS' MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT - 11**

does not state the basis for his claimed knowledge. However, that statement cannot possibly be true.

As pointed out above, the application was signed by the parties on January 6, 1983. It contained the names of Sniders and Arnolds. The District Ranger signed the document recommending approval on January 14, 1983, and sent it to his supervisor. By that time, at the latest, it was out of Ronald's hands.

It wasn't until February 7, 1983, that the District Ranger wrote to Ronald pointing out the new policy prohibiting ownership by more than one individual other than husband and wife. The letter begins with the following statement by the ranger: "*I have not been able to contact you by phone so I thought I had better write and let you know why the permit only had your name on it.*"

Clearly, until he received that letter Ronald had no knowledge that "the U.S. Forest Service would not issue a Permit in their names as well as ours, but would issue the Permit only in our names", as he claims in his Affidavit. That claim is disingenuous, to say the least.

(c) Sharing of Costs: Ron Arnold kept all the books pertaining to the cabin and he paid all of the expenses, subject to partial reimbursement by the Sniders. (Aff. Mary Snider, ¶ 9, 10, 11, 12). According to the Affidavit of defendants' counsel, the Arnolds are able to document about \$35,100 in expenses for the cabin from 1983 through 2009. (Aff. Christ Troupis, ¶ 4). However, according to the records produced by Ronald Arnold in response to discovery requests, the number is approximately \$26,336. ( Aff. Michael Pierce, Ex. "A", "B", and "C").

Over the course of the 26 years since the transfer of the cabin from Bette Arnold, the average annual expenses would then be between \$1,013 ( $\$26,336 \div 26$ ) and \$1,350 ( $\$35,100 \div 26$ ). If the parties were sharing costs equally, the Snider's annual share would be between \$506.50 and \$675.00.

Mr. Arnold claims that over the course of the past 26 years he and his wife never asked for any contributions from the Sniders, but that sometimes they accepted their voluntary contributions. (Aff. Ronald Arnold, ¶ 14)

Unfortunately, the Sniders lost most of their banking records after a flood in their basement in 2009. (Aff. Mary Snider, ¶ 10) However, they were able to recover most of the checks written between 1999 and 2006, excluding 2004. (Aff. Mary Snider, Ex. "E") One additional check written in 2006, was located by the Sniders in the past few days and is attached to the Affidavit of the undersigned as Exhibit "D".

Toni Snider states that Ron never sent any billings, but would simply call up and let them know what their share of the expenses would be, and she would send checks to Ron. (Aff. Mary Snider, ¶ 9)

When one compares the checks with the expenses, often the check from Mary to Ron equals exactly half of a given expense:

For example:

2000 permit fee = \$330.24; check 4/1/00 = \$165.12  
2001 permit fee = \$336.84; check of 4/6/00 = \$168.84  
2003 permit fee = \$348.77; check 4/22/03 = \$174.36

Furthermore, the annual total of the checks written by Mary to Ron between 1999 and 2008 (of those she could find and excluding 2004) is as follows:

1999	\$544.88
2000	412.32
2001	516.84
2002	508.33
2003	612.42
2004	unknown
2005	232.00
2006	613.75
2007	757.14
2008	589.00

These numbers are consistent with what would be the Sniders' one-half of the annual expenses.

In addition, without knowing the actual expenses for 2009 and 2010, the Sniders tendered \$600 per year to Arnolds as an estimate of their half. (Aff. Mary Snider, ¶ 10 )

The fact that the amounts paid each year are not round numbers, but precise amounts with dollars and cents is further evidence that they were sent in response to specific requests for reimbursement.

As Toni points out in paragraph 21 of her affidavit, "If I had thought the property belonged only to Ron and Dorothy, and that Steve and I were just "allowed" to use it, we would never have paid for half of the expenses and cost of improvements, nor would we have paid our exact half of the taxes, insurance, permit fees, and association dues each year. I would have objected right from the beginning (1983)."

(d) Amount of Use: Ron claims that he limited the Sniders' use of the cabin to 12 weeks per year. (Ronald Arnold Aff. ¶ 17). Mary asserts that their use of the cabin was about half, to the best of her knowledge. (Aff. Mary Snider ¶ 20)

An examination of the electric consumption (Ex. "B", to Aff. Michael Pierce) reveals that those two claims are, in fact, consistent. For about half of each year, the power usage falls to the minimum monthly billing from Idaho Power because no one is using the cabin. The roads are not plowed in the winter, and the cabin is rarely used by anyone during those months. (Aff. Mary Snider ¶ 20)

(g) Intention of Ronald Arnold: Mr. Arnold claims, on the one hand that he knew that Bette wanted to give the place only to him, but on the other hand, that he put the Sniders' names on the application later as an "accommodation", knowing it would not be accepted that way by the forest Service.

As pointed out above, he could not have known how the Forest Service would react when the application was submitted. Therefore, his act of allowing the Sniders' names to be added (whether on January 6<sup>th</sup>, as stated by Toni, or sometime later but before January 17<sup>th</sup>) can only be interpreted as acquiescence in the issuance of a jointly

owned permit. After all, once the application was submitted with both names, and approved by the local ranger, except for the subsequent stumbling block of the new Forest Service policy, the permit *would* have been issued in the names of both families, and we would not be before the Court today.

Apparently, unbeknownst to Toni, Ron has been coveting ownership of the cabin for many years, even before his father's death. Through the Freedom of Information Act, Steve and Toni recently obtained copies of various documents pertaining to the cabin from the Forest Service. Among those documents are a series of letters dated January 25, 1977, February 11, 1977, and March 10, 1977, containing references to Ron having inquired about having the cabin transferred to him. The last letter is Doyle Arnold's very clear statement that he would not be transferring the cabin to Ron, but would handle any transfer through his will. (Aff. Mary Snider ¶ 19, and Ex. "G")

(f)     Intentions of Doyle and Bette Arnold:     As revealed by the 1977 correspondence with the Forest Service, and by his Last Will and Testament, Doyle Arnold's very clear intention was that there would be no preference of one child over the other. If Bette survived him, she would get the property. If not, it would go to both Ron and Toni.

Bette's intentions have been equally clear until the last few years, when Ron has been able to obtain written documents from her that contradict her very clear previous assertions that she gave the cabin to Ron and Toni, in accordance with Doyle's wishes.

(g)     Intentions of Sniders:     Steve and Toni Snider have always understood that they were co-owners of the permit and cabin with the Arnolds. They maintain that all parties intended the same thing from the beginning. Bette gifted the property to both families on January 6, 1983, and the parties accepted the gift on that date. It was only through the intervening change of Forest Service policy that the manifestation of that intention was thwarted.

As a consequence, an oral trust was created to carry out the intention of the parties.

Only after obtaining copies of the records from the Forest Service in 2009, and after consultation with their attorney, did Sniders realize that they could have formed some type of legal entity with the Arnolds to own the permit and the cabin. They then approached Ron and Dorothy about the idea and they refused. This litigation ensued. (Aff. Mary Snider ¶ 24)

**B. Express Trust.** An express trust was created in February of 1983, when Ron and Dorothy Arnold (through Ron) and Steve and Toni Snider (through Toni) agreed that they would go along with the manner in which the Forest Service had named the new permit. Both Arnolds and Sniders were the grantors, because both had previously received the unconditional gift from Bette on January 6, 1983. The agreement was for Ron and Dorothy to hold title for the benefit of not only themselves, but Steve and Toni Snider.

**C. Constructive Trust.**

"A constructive trust arises where legal title to property has been obtained through actual fraud, misrepresentations, concealments, taking advantage of one's necessities, or under circumstances otherwise rendering it unconscionable for the holder of legal title to retain beneficial interest in property." **Witt v. Jones, 111 Idaho 165, 722 P.2d 474 (1986)**

Plaintiffs believe the evidence is irrefutable that when the application to transfer the permit was executed in January of 1983, all parties intended that the new permit be held jointly by the Sniders and Arnolds. As pointed out above, however, the letters exchanged between the Forest Service and Doyle Arnold in 1977 indicate that Ron had apparently been maneuvering for several years to obtain ownership of the permit.

When the letter from the Cascade Ranger of February 7, 1983 arrived, Ron never showed a copy to Toni, but merely told her of its contents. As Toni recalls, there was no mention of the idea that a legal entity could have been formed into which to place the title to the permit. Ron mentioned that they could make some type of agreement between themselves, presumably as a memorandum that Ron was holding title for the both of them, but Toni didn't think that was necessary. She trusted him.

To the extent that Ron withheld the information about the possibility of creation of a legal entity to hold title, his conduct was wrongful, giving rise to a constructive trust.

In the past few years, his manipulation of his step-mother, Bette Arnold, has been intended to wrongfully obscure the simple truth of what took place 26 years ago.

**D. Implied Contract/ Unjust Enrichment.** Counsel for the defendants has correctly set forth the requirements for an implied contract, from **Continental Forest Products v. Chandler Supply Co.**, 95 Idaho 739, 743, 518 P.2d 1201 (1974):

Basically the courts have recognized three types of contractual arrangements. Restatement of Contracts, § 5, comment a, at p. 7 (1932); 3 Corbin on Contracts, § 562 at p. 283 (1960). First is the express contract wherein the parties expressly agree regarding a transaction. *Alexander v. O'Neil*, 77 Ariz. 316, 267 P.2d 730 (1954). Secondly, there is the implied in fact contract wherein there is no express agreement but the conduct of the parties implies an agreement from which an obligation in contract exists. *Clements v. Jungert*, 90 Idaho 143, 408 P.2d 810 (1965). The third category is called an implied in law contract, or quasi contract. However, a contract implied in law is not a contract at all, but an obligation imposed by law for the purpose of bringing about justice and equity without reference to the intent or the agreement of the parties and, in some cases, in spite of an agreement between the parties. *Hixon v. Allphin*, 76 Idaho 327, 281 P.2d 1042 (1955); *McShane v. Quillin*, 47 Idaho 542, 277 P 554 (1929); 3 Corbin on Contracts, § 561, at p. 276 (1960). It is a non-contractual obligation that is to be treated procedurally as if it were a contract, and is often referred to as quasi contract, unjust enrichment, implied in law contract or restitution. In discussing a quasi contract or an action founded on unjust enrichment, the California Supreme Court stated in *Ward v. Taggart*, 51 Cal.2d 736, 336 P.2d 534 (1959):

'The promise is purely fictitious and unintentional, originally implied to circumvent rigid common-law pleading. It was invoked not to deny a remedy, but to create one 'for the purpose of bringing about justice without reference to the intention of the parties.' I

**PLAINTIFFS' MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT - 17**



Williston, Contracts (rev. ed.) p. 9; . . . ' 336 P.2d at 538.

Similarly, in *Roberts v. Roberts*, 64 Wyo. 433, 196 P.2d 361 (1948), the court stated at p. 367:

'This brings us to the question as to an implied or quasi-contract pleaded in the second cause of action. Black's Law Dictionary defines it thus:

'A quasi-contract is what was formerly known as the contract implied in law; it has no reference to the intentions or expressions of the parties. The obligation is imposed despite and frequently in frustration of their intention.'" 196 P.2d at 367.

See also, *Trollope v. Koerner*, 106 Ariz. 164, 470 P.2d 91 (1970), and 1 Williston on Contracts (3d Ed.), § 3A at p. 13 (1957).

In this case, it is difficult to prove exactly what was stated in the conversation between Toni Snider and Ron Arnold in early February of 1983. The Court will have to reach its conclusions based upon its consideration of all the surrounding facts and circumstances and its observations of the witnesses at trial. However, the surrounding circumstances, and subsequent course of conduct leave open the alternative theory that the Sniders are entitled to relief based on the equitable contract theories.

The Idaho Supreme Court went on to state in the above-cited case:

As the essence of a contract implied in law lies in the fact that the defendant has received a benefit which it would be inequitable for him to retain, it necessarily follows that the measure of recovery in a quasi-contractual action is not the actual amount of the enrichment, but the amount of the enrichment which, as between the two parties it would be unjust for one party to retain. *Hixon v. Allphin*, supra; 66 Am.Jur.2d, Restitution and Implied Contracts, at p. 946 (1973); *Meehan v. Cheltenham*, 410 Pa. 446 189 A.2d [95 Idaho 744]

In this case, neither party paid anything for the cabin and permit, as they were a gift from Bette Arnold. All subsequent costs have been shared, as has the use. Therefore, the only reasonable basis for measuring the amount of the unjust enrichment to the Arnolds of cutting the Sniders out of their one-half ownership interest in the cabin is one-half of its current fair market value.

The property has some value, which will be more clearly proved at trial. The Valley County Assessor's Office values the physical improvements at \$33,770. (Aff. Michael Pierce, Ex. "C"). This gives no value to the Forest Service permit. More likely, the value is at least \$150,000, based on the Affidavit of Ben Wellington.

**A. Plaintiff's Claims Under These Theories Are Not Barred:**

Counsel for the defendants argues that if an implied contract exists, the plaintiffs cannot assert it because the claims are barred by the Statute of Frauds and the Statute of Limitations. Both of those arguments are without merit.

**(1) Statute of Frauds:**

(a) Defendants cite Idaho Code 9-505 as a bar, for the reason that the contract could not be performed within one year. This argument misses the mark because the contract was only for the creation of a trust, not for the fulfillment of its terms. The contract was in fact created in 1983, as evidenced not only by the words of the parties, but their subsequent actions. Its purposes have been ongoing, and remain unfulfilled.

(b) Defendants also urge that the purpose of the agreement, being real estate, requires a writing to satisfy the statute of frauds. Again, this argument is without merit. First, we are not dealing with real property or any interest therein. The Special Use Permit, by its express terms, is not an interest in real property and is not a lease. It is a federal license. (See Paragraph IV. A on page 3 of permit attached as Exhibit E to Affidavit of Ronald Arnold). Also, the cabin and other improvements to the property are treated by Valley County as personal property, not real property. Therefore, no writing is necessary.

Even if a writing is required, however, the application signed January 6, 1983, signed by all the parties, satisfies this requirement. The fact that the document predates the creation of the trust should not disqualify it as such. The need for the creation of a

trust only arose afterward, because of the intervening Forest Service policy. When that contingency arose, the parties acted in accordance with the written statement of their intention and purpose set forth a month earlier.

(c) Finally, the statute of frauds is taken out of play based on the fact that there has been partial performance of the agreement of the parties, over the course of the past 26 years.

(2) Statute of Limitations: The issues of whether any or all of the claims of the Sniders are barred by passage of time must be resolved at trial. The evidence is in conflict and cannot be resolved by summary judgment.

The defendants argue that the statute began to run either in 1983 or in 2005, based upon the allegation that the Sniders were put on notice on one of those dates that the Arnolds intended to claim full ownership of the permit and cabin.

The Sniders deny that they had any knowledge of such a claim until the summer of 2009, when Ron told Toni for the first time, of his intention. This lawsuit followed within a few months.

#### **E. Quasi-Estoppel:**

“The doctrine of quasi-estoppel applies when: (1) the offending party took a different position than his or her original position, and (2) either (a) the offending party gained an advantage or caused a disadvantage to the other party; (b) the other party was induced to change positions; or (c) it would be unconscionable to permit the offending party to maintain an inconsistent position from the one he or she has already derived a benefit or acquiesced in. **Allen v. Reynolds**, 145 Idaho 807, 812, 186 P. 3d 663, 668 (2008)

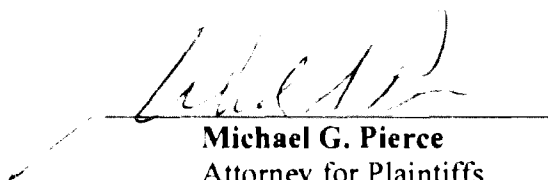
The defendants in this case originally took the position that the permit and cabin were being transferred to both the Arnold and Snider families. Plaintiffs believe that was evident from the day the application was signed. But even if, for the sake of argument, Ron simply added the Sniders' names to the permit as an “accommodation”, he must

have intended that they share ownership, because he could not have known at that time what the as yet unannounced Forest Service policy would be.

They have now taken a different position, after the Sniders relied on the original position for over 26 years. It would be unconscionable for them to be allowed to benefit from their change of position.

**Conclusion:** For all of the foregoing reasons, plaintiffs urge the Court to deny defendants' Motion for Summary Judgment in full.

Respectfully submitted.

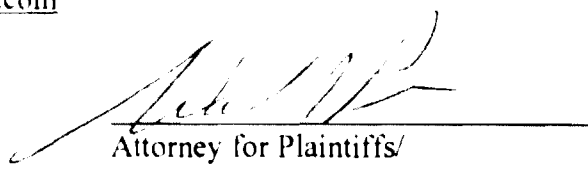
  
\_\_\_\_\_  
**Michael G. Pierce**  
Attorney for Plaintiffs

9/25/10  
**Date**

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 26 day of September, 2010, I served a true and correct copy of the foregoing document by U.S. Mail, first class postage prepaid, addressed as follows:

Christ T. Troupis  
TROUPIS LAW OFFICE, PA  
1299 E. Iron Eagle, Suite 130  
P. O. Box 2408  
Eagle, Idaho 83616  
[ctroupis@trouplaw.com](mailto:ctroupis@trouplaw.com)

  
\_\_\_\_\_  
Attorney for Plaintiffs/  
Counterdefendants

ARCHIE N. BANBURY, CLERK

BY Banbury DEPUTY

SEP 28 2010

Michael G. Pierce  
Attorney at Law  
P. O. Box 1019  
Cascade, Idaho 83611  
Telephone: (208) 382-3929  
Facsimile: (208) 382-3783  
Email: Michael@tmichaelpiercelaw.com  
Idaho State Bar Number: 1470  
Attorney for Plaintiffs/Counterdefendants

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed 8-13 A.M. \_\_\_\_\_ P.M.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

STEVEN J. SNIDER and MARY A.  
SNIDER, husband and wife,

Plaintiffs,

vs.

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, husband and wife,

Defendants.

Case No. CV-2009-549C

AFFIDAVIT OF BETTY  
JEAN ARNOLD

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, Husband and Wife,

Counterclaimants,

vs.

STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,

Counterdefendants.

STATE OF IDAHO

:Ss.

County of \_\_\_\_\_ )

Betty Jean Arnold, being first duly sworn, on oath, deposes and says:

AFFIDAVIT OF BETTY JEAN ARNOLD - I

1. I am not a party to the above-entitled matter. I make this affidavit in response to the Affidavits of Ronald D. Arnold and Bette F. Arnold filed herein. Each of the facts set forth herein are known to me of my own personal knowledge and if sworn as a witness, I could testify competently thereto. This affidavit is made in opposition to Defendants' Motion for Summary Judgment.

2. I am the aunt of Mary A. Snider and Ronald D. Arnold. I reside at 1336 W. Avalon, Kuna, Idaho 83634.

3. In approximately October of 2009, I accompanied my niece, Mary A. "Toni" Snider to a lunch meeting with Bette F. Arnold, the widow of my late brother-in-law, Francis Doyle Arnold. We went to "Fresh Off The Hook" in Boise for lunch. Toni asked Bette whether she had intended to sign the cabin over to Ron Arnold solely, or to Ron and Toni. Bette became really agitated and yelled, "I already signed the cabin over to you kids and don't want to hear another word about it! Case closed."

DATED this 23 day of September, 2010.

Betty Jean Arnold  
Betty Jean Arnold

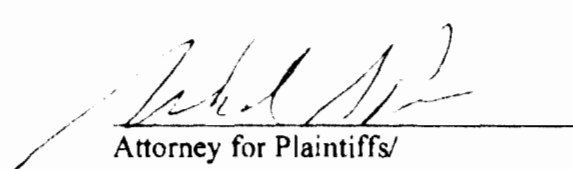
SUBSCRIBED AND SWORN TO before me this 23 day of September, 2010.

<b>VICTORIA HANSEN</b> Notary Public State of Idaho	<u>Victoria Hansen</u> Notary Public for Idaho Residing at <u>Kuna</u> My Commission Expires: <u>09/16/15</u>
-----------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of September, 2010, I served a true and correct copy of the foregoing document by U.S. Mail, first class postage prepaid, addressed as follows:

Christ T. Troupis  
TROUPIS LAW OFFICE, PA  
1299 E. Iron Eagle, Suite 130  
P. O. Box 2408  
Eagle, Idaho 83616  
[ctroupis@trouplaw.com](mailto:ctroupis@trouplaw.com)



---

Attorney for Plaintiffs/  
Counterdefendants

Michael G. Pierce  
Attorney at Law  
P. O. Box 1019  
Cascade, Idaho 83611  
Telephone: (208) 382-3929  
Facsimile: (208) 382-3783  
Email: [Michael@michaelpiercelaw.com](mailto:Michael@michaelpiercelaw.com)  
Idaho State Bar Number: 1470  
Attorney for Plaintiffs/Counterdefendants

ARCHIE N. BANBURY, CLERK  
BY Don Perry DEPUTY

SEP 28 2010

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed 8:13 A.M. \_\_\_\_\_ P.M.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

STEVEN J. SNIDER and MARY A.	)	
SNIDER, husband and wife,	)	Case No. CV-2009-549C
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	AFFIDAVIT OF BEN
RONALD D. ARNOLD and DOROTHY	)	WELLINGTON
A. ARNOLD, husband and wife,	)	
	)	
Defendants.	)	
	)	
RONALD D. ARNOLD and DOROTHY	)	
A. ARNOLD, Husband and Wife,	)	
	)	
Counterclaimants,	)	
	)	
vs.	)	
	)	
STEVEN J. SNIDER and MARY A.	)	
SNIDER, Husband and Wife,	)	
	)	
Counterdefendants.	)	

STATE OF IDAHO  
County of Valley )  
:Ss.

Ben Wellington, being first duly sworn, on oath, deposes and says:



1. I am not a party to the above-entitled matter and do not know any of the parties. Each of the facts set forth herein are known to me of my own personal knowledge and if sworn as a witness, I could testify competently thereto.

2. I have been a resident of Valley County, Idaho for over thirty years. I have been a licensed Real Estate Broker for approximately 15 years, and was a licensed salesman for about 5 years prior to becoming a broker. I own and operate Wellington Real Estate at 102 East Mill Street, Cascade, Idaho. I am a member of Mountain Central Multiple Listing Service and Intermountain Multiple Listing Service.

3. I am familiar with the Paradise Valley summer home area near Warm Lake, Idaho. I have been involved as a broker in the sale of several summer homes in the nearby Warm Lake summer home area in recent years.

4. I am familiar with the Valley County Assessor's records pertaining to the property in the name of Ronald D. Arnold and Dorothy A. Arnold, located at 103 Paradise Valley Road, Valley County, Idaho, and have reviewed numerous photographs and other information pertaining to this property.

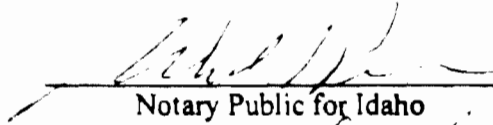
5. There are currently no listings in the local multiple listing services for summer homes in the Paradise Valley summer home area, as these homes usually are retained and passed on among family members without being placed on the open market.

5. Based on the foregoing information, and upon my training and experience, if I were asked to list this property for sale, for listing purposes only I would estimate the fair market value to be approximately \$150,000.00.

DATED this 24 day of September, 2010.

  
Ben Wellington

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of September, 2010.


  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Cascade  
My Commission Expires: 12-15-10



#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28<sup>th</sup> day of September, 2010, I served a true and correct copy of the foregoing document by U.S. Mail, first class postage prepaid, addressed as follows:

Christ T. Troupis  
TROUPIS LAW OFFICE, PA  
1299 E. Iron Eagle, Suite 130  
P. O. Box 2408  
Eagle, Idaho 83616  
[ctroupis@troupislaw.com](mailto:ctroupis@troupislaw.com)

  
\_\_\_\_\_  
Attorney for Plaintiffs/  
Counterdefendants

Michael G. Pierce  
Attorney at Law  
P. O. Box 1019  
Cascade, Idaho 83611  
Telephone: (208) 382-3929  
Facsimile: (208) 382-3783  
Email: Michael@michaelpiercelaw.com  
Idaho State Bar Number: 1470  
Attorney for Plaintiffs/Counterdefendants

ARCHIE N. BANBURY, CLERK  
BY Cherry DEPUTY  
SEP 28 2010

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed 9:13 A.M. \_\_\_\_\_ P.M.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

STEVEN J. SNIDER and MARY A.  
SNIDER, husband and wife,

Plaintiffs,

vs.

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, husband and wife,

Defendants.

Case No. CV-2009-549C

AFFIDAVIT OF EARLENE  
TAYLOR

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, Husband and Wife,

Counterclaimants,

vs.

STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,

Counterdefendants.

STATE OF IDAHO

:Ss.

County of Boise )

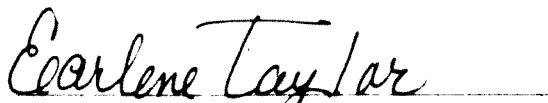
Earlene Taylor, being first duly sworn, on oath, deposes and says:

1. I am not a party to the above-entitled matter. I make this affidavit in response to the Affidavits of Ronald D. Arnold and Bette F. Arnold filed herein. Each of the facts set forth herein are known to me of my own personal knowledge and if sworn as a witness, I could testify competently thereto. This affidavit is made in opposition to Defendants' Motion for Summary Judgment.

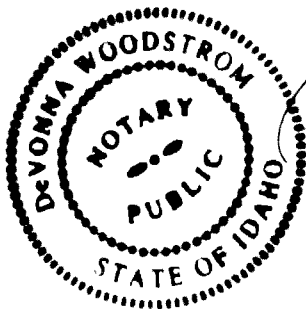
2. I am the cousin of Mary A. Snider and Ronald D. Arnold. I reside at 135 Standifer Street, Placerville, Idaho 83666.

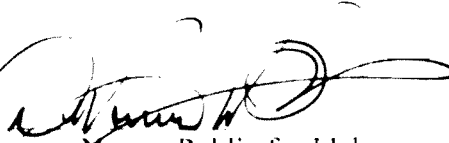
3. I have a hobby of making quilts. This hobby was also shared by Bette F. Arnold, the widow of my late uncle, Doyle Arnold. In approximately February or March of 1983, I was quilting and doing crafts with my mother, who is now deceased, and Bette F. Arnold at Bette's home. At that time Bette stated to me that she had just signed the cabin over to Toni and Ron, just as their father had wanted.

DATED this 24<sup>th</sup> day of September, 2010.

  
Earlene Taylor

SUBSCRIBED AND SWORN TO before me this 24<sup>th</sup> day of September, 2010.

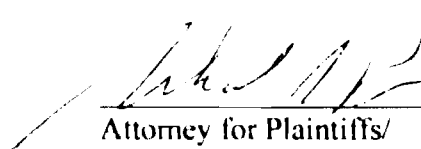


  
Notary Public for Idaho  
Residing at Idaho City  
My Commission Expires: 5-5-2011

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 28 day of September, 2010, I served a true and correct copy of the foregoing document by U.S. Mail, first class postage prepaid, addressed as follows:

Christ T. Troupis  
TROUPIS LAW OFFICE, PA  
1299 E. Iron Eagle, Suite 130  
P. O. Box 2408  
Eagle, Idaho 83616  
ctroupis@troupislaw.com

  
\_\_\_\_\_  
Attorney for Plaintiffs/  
Counterdefendants

Michael G. Pierce  
Attorney at Law  
P. O. Box 1019  
Cascade, Idaho 83611  
Telephone: (208) 382-3929  
Facsimile: (208) 382-3783  
Email: [Michael@michaelpiercelaw.com](mailto:Michael@michaelpiercelaw.com)  
Idaho State Bar Number: 1470  
Attorney for Plaintiffs/Counterdefendants

ARCHIE N. BANBURY, CLERK  
BY Onley DEPUTY  
SEP 24 2010

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed 9:13 A.M. \_\_\_\_\_ P.M.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

STEVEN J. SNIDER and MARY A.  
SNIDER, husband and wife,

Plaintiffs,

vs.

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, husband and wife,

Defendants.

Case No. CV-2009-549C

AFFIDAVIT OF MARY A.  
SNIDER

RONALD D. ARNOLD and DOROTHY  
A. ARNOLD, Husband and Wife,

Counterclaimants,

vs.

STEVEN J. SNIDER and MARY A.  
SNIDER, Husband and Wife,

Counterdefendants.

STATE OF IDAHO

:Ss.

County of Ada )

Mary A. Snider, being first duly sworn, on oath, deposes and says:

AFFIDAVIT OF MARY A. SNIDER - 1

1. I am one of the plaintiffs in the above-entitled matter and make this affidavit in response to the Affidavits of Ronald D. Arnold, Bette F. Arnold and Christ T. Troupis filed herein. Each of the facts set forth herein are known to me of my own personal knowledge and if sworn as a witness, I could testify competently thereto. This affidavit is made in opposition to Defendants' Motion for Summary Judgment.

2. The defendant Ronald D. Arnold is my older brother. Our father, Francis Doyle Arnold, originally obtained a Special Use Permit from the Forest Service on February 29, 1956, to occupy Lot 2 of the Paradise Valley Tract, Valley County, Idaho, and construct a summer home. He subsequently constructed the cabin that was used by the family until his death on October 24, 1982.

3. At the time of his death, our father was married to Bette Marie Arnold. According to the terms of his Last Will and Testament, all property owned at the time of his death was given to Bette Marie Arnold, if she survived him. In the event she did not survive, the Special Use Permit, cabin and appurtenances were to be given to his children, Ronald D. Arnold and Mary A. Snider, "share and share alike." Bette did survive and was awarded the property. A certified copy of the Last Will and Testament of Francis Doyle Arnold dated April 27, 1981, is attached hereto as Exhibit "A".

4. On January 6, 1983, my brother, Ronald D. Arnold and his wife, Dorothy A. Arnold, together with my father's widow, Bette F. Arnold, met with me and my husband, Steven J. Snider, at the forest Service office in Cascade, Idaho. At that time, the five of us all signed a "Request for Termination of and Application for Special Use Permit" stating that all right, title and interest of Bette F. Arnold and my father had been conveyed, and requesting that the Special Use Permit be transferred into the names of "Ronald D. or Dorothy A. Arnold and Steven J. or Mary A. Snider". All of our names were on the document at the time we signed it. Our names were not added later. There was no conversation with anyone to the effect that the permit was being transferred only to Ron and Dorothy and that Steve and I would be allowed to "use" the cabin. The

**AFFIDAVIT OF MARY A. SNIDER - 2**

transfer was to both families. The contact person for correspondence was to be Ronald D. Arnold. We left the application with the Cascade Ranger, Charles Jones, who signed it on January 14, 1983, recommending approval. A copy of that document is attached hereto as Exhibit "B".

5. On February 1, 1983, the Cascade Ranger sent the special use permit to my brother with instructions to sign the permit and pay the fee to the Supervisor's office in Boise. Copies of the letter and of the Special Use Permit are attached hereto collectively as Exhibit "C".

6. On February 7, 1983, the District Ranger sent a letter to Ronald Arnold explaining that the reason only the names of Ronald and Dorothy Arnold were on the permit was because a new Forest Service policy had been instituted, as follows:

"A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife."

A copy of that document is attached hereto as Exhibit "D".

7. When Ronald received that letter he called me to discuss it. (I never actually saw the letter or the Special Use Permit until recently when I obtained a copy from the Forest Service under the Freedom of Information Act.) In the phone conversation, I was told that the Forest Service could not put the permit in both families' names, because of the limitation to husband and wife, but I do not recall any conversation about our being able to form some type of legal entity to put it in. We agreed that the permit would be placed in the names of Ronald D. Arnold and Dorothy A. Arnold, with the understanding that it was being held for the mutual benefit of all of us, including my husband and me. Ron told me we could draw up an agreement between us if I wanted, but he didn't think it was necessary. I completely trusted him and did not believe a written agreement was necessary at the time. He did not say that he considered he and Dorothy to be the sole owners of the cabin and that Steve and I could use it.



8. Approximately two weeks after we all met in Cascade to sign the document transferring the permit, Steve and I went to Bette Arnold's house to thank her for signing over the cabin to us. Her response was that it was what my dad had wanted and she had always intended to sign it over to "Toni and Ron." She said she had no moral claim to it as it had been the family cabin since long before she and Dad had gotten married. (Initial work on construction of the cabin began in the mid-1950's, and my Dad and Bette were not married until 1973 or 1974).

9. From 1983 until recently my family and Ron's family have shared the use of the cabin and have shared the expenses, including but not limited to lease payments to the Forest Service, personal property taxes to Valley County, Idaho, utilities, membership dues to the homeowners association, and maintenance expenses. Ron kept the records of the expenses and several times each year he would call me to let me know what the lease payments, taxes, and insurance were. Sometimes we agreed that the taxes would be paid half in December and half in June, and sometimes we would agree to pay the full year at once. Ron would pay the bills and we would reimburse him for our half. When the total was an odd number, Dorothy would joke that we had to pay the extra penny because she bought the stamp. We paid an amount equal to exactly half of what we were told was the total of the expenses each year from 1983 through 2008.

10. Attached hereto collectively as Exhibit "E" are copies of the only checks I have pertaining to the cabin. There were many, many more covering the past 26 years, but most of them were destroyed by a sewer flood in our basement last year. Our bank could only go back 5 years for canceled checks. Since it has become obvious in the past year that Ron and Dorothy are now intending to treat the cabin as their own, they have refused to provide me with the details of the expenses. Accordingly, I wrote one check for \$600 in 2009 and one for \$600 in 2010 as our estimate of our half of the taxes, lease, insurance, maintenance and dues. I tendered the checks to Ron but he refused to accept them.

11. Since 1983 we have shared the labor and expense of improvements to the property, including but not limited to construction of a new porch with a bedroom above, construction of a wood shed, installation of new roofing, installation of a new water system, installation of electricity, installation of new appliances, chimney repair, and purchase of certain new furnishings and equipment. In addition, each party has made certain improvements on their own.

Due to the flood in our basement, we no longer have copies of the checks used to reimburse Ron for our half of the expenses for those projects. A few of the projects, such as the outhouse, Ron did by himself, just because he wanted to, and he did not want reimbursement.

12. Ron has taken on the responsibility of scheduling the cabin usage, taking care of the accounting, and organizing the maintenance and repair because that is consistent with his nature. He is the type of person who always has needed to be in charge and is always busy with projects. It has always been a dynamic of our relationship, and I allowed Ron to be in charge rather than make a fuss.

13. On several occasions since 1983, Steve and I spoke casually to one of the forest service representatives about getting our names on the lease, but the policy had not changed, and we could not have our names added because of the restriction to only husband and wife. Until recently we never understood that a legal entity could have been formed to own the cabin. In 2004 or 2005, we spoke to Mark Bingman, the Cascade Forest Service employee in charge of this summer home area. He told us there was no document on file showing ownership of the improvements on the property, including the cabin. We told Ron and he said he would try to get a "bill of sale" from Bette. Since none of us had any contact with her for a long time, we were worried that she might not sign anything. (I had not seen Bette since late Spring of 1983 because one of her daughters told me that I had somehow hurt Bette's feelings and she didn't want me to visit any more).

14. In 2005, Ron apparently prepared the document entitled "Concerning Cabin and Property at 103 Paradise Valley Rd, Lot 2, Warm Lake, Idaho", a copy of which is attached hereto as Exhibit "F", and took it to Bette for her signature. When he showed me the document later, I was not concerned because it just made the legal title to the cabin match the legal title to the permit, and reiterated that it was to be shared with me, as was my father's intention. I never understood it to change anything and still considered Steve and I to be co-owners with Ron and Dorothy. Ron never said anything to the contrary. In fact, he told me that he didn't want me to feel as if it were not my cabin also. I categorically deny that he told us at that meeting that he considered the permit and the cabin as belonging only to he and Dorothy, and that Steve and I continued to have "permission" to use it. I further deny that I went to see Bette Arnold in 2005.

15. However, sometime between 2005 and 2006, the "climate" of our relationship with Ron and Dorothy began to change. Ron would buy things for the cabin, do work projects, change décor, etc., without talking to us in advance. Previously, he would always call to discuss any changes and get our agreement before doing them. Now, when I asked the cost of things or asked for specific information about expenses, he would be evasive and say we didn't need to worry about it. Only after I pressed him did he tell me the expenses for 2006.

16. In approximately July or August of 2009, I knew something was wrong and asked Ron to lunch with me. We went to JB's Restaurant in Meridian. I wanted to know why anything I put on the walls of the cabin was taken down, or why, if I wanted to change something, he said I should wait. At this time he told me, for the first time, that he considered the cabin to be his alone, to be passed down to his children, but that I could continue to use it until I died. When I stated that Dad's will said otherwise, his response was "I don't care what the will said. Bette said she wanted it to go to me." I was stunned and did not know how to respond at the time.

17. Steve and I decided to go talk to Bette to see if she really meant for Ron to have sole ownership of the cabin. I had wanted to talk to her anyway because I was doing some computer work about my father's military record and needed his Social Security number. We went to her house at 9315 W. Susan, in Boise. She said that as far as she was concerned she had done what Dad had wanted. She considered the cabin to belong to "you kids" and that it had never really been hers. In the course of the conversation, she said she didn't think what Ron was doing was right.

18. Shortly afterward, in approximately October of 2009, my aunt Betty Jean Arnold and I took Bette to lunch at "Fresh Off The Hook" in Boise. I asked her again if she intended to give sole ownership to Ron. She shouted and got really angry. She said she had finished with the subject of the cabin. She had signed it over to "you kids" and that was the end of the story. She would absolutely not get involved any more.

19. Through the Freedom of Information Act, Steve and I recently obtained copies of various documents pertaining to the cabin from the Forest Service. Among those documents are a series of letters dated January 25, 1977, February 11, 1977, and March 10, 1977, containing references to Ron having inquired about having the cabin transferred to him. The last letter is my Dad's very clear statement that he would not be transferring the cabin to Ron, but would handle any transfer through his will. The letters are attached hereto and collectively marked as Exhibit "G".

20. Our use of the cabin has always been approximately half, to the best of my knowledge. The cabin is usually shut up during the winter and rarely used except during the summer season. The roads are not plowed in the winter. In fact, on several occasions over the years, Ron has called us to ask if he and Dorothy could "switch weekends" with us, because they were having some out-of-town company. Contrary to what Ron stated in his affidavit, there were never any "conditions" placed on our use of the cabin, and we did not need Ron's "permission" to use it. We were co-owners.

21. If I had thought the property belonged only to Ron and Dorothy, and that Steve and I were just "allowed" to use it, we would never have paid for half of the expenses and cost of improvements, nor would we have paid our exact half of the taxes, insurance, permit fees, and association dues each year. I would have objected right from the beginning (1983).

22. Several times in the past, Ron has offered to "buy us out" or for us to "buy him out." He has obviously considered us to be joint owners until the past two years.

23. Until Ron took it down sometime in the past year, there was a sign in front of the cabin for many years that read: "The Arnolds/Sniders."

24. Only after obtaining copies of the records from the Forest Service in 2009, and after consultation with our attorney, did we realize that we could have formed some type of legal entity with the Arnolds to own the permit and the cabin. We then approached Ron and Dorothy about the idea and they refused. This litigation followed.

DATED this 25 day of September, 2010.

Mary A. Snider  
Mary A. Snider

SUBSCRIBED AND SWORN TO before me this 25 day of September, 2010.

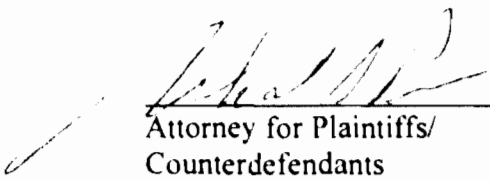


Michael G. Pierce  
Notary Public for Idaho  
Residing at Cascade  
My Commission Expires: 10-15-10

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of September, 2010, I served a true and correct copy of the foregoing document by U.S. Mail, first class postage prepaid, addressed as follows:

Christ T. Troupis  
TROUPIS LAW OFFICE, PA  
1299 E. Iron Eagle, Suite 130  
P. O. Box 2408  
Eagle, Idaho 83616  
[ctroupis@trouplaw.com](mailto:ctroupis@trouplaw.com)



\_\_\_\_\_  
Attorney for Plaintiffs/  
Counterdefendants

# Last Will and Testament

FRANCIS DOYLE ARNOLD

I, FRANCIS DOYLE ARNOLD, of the County of [ ] State of Idaho, being over the age of twenty-one years, sound and disposing memory, without any fraud, duress, or compulsion, and with the certainty of death, do hereby declare that I am making this my last will and testament, and I direct that my estate be distributed in equitable distribution, and I do hereby declare that I am not acting under any undue influence, and I do hereby declare that I am not making this will for the purpose of defrauding any person who may be entitled to my property, and I do hereby declare that I am not making this will and testament for the purpose of defrauding any person who may be entitled to my property.

I hereby revoke all former wills and testaments.

II

I hereby will, and I do hereby declare that I am making this will as my last will, and I do hereby declare that I am not making this will for the purpose of defrauding any person who may be entitled to my property, and I do hereby declare that I am not making this will and testament for the purpose of defrauding any person who may be entitled to my property.

I hereby declare that I am making this will as my last will, and I do hereby declare that I am not making this will for the purpose of defrauding any person who may be entitled to my property, and I do hereby declare that I am not making this will and testament for the purpose of defrauding any person who may be entitled to my property.

I do hereby declare that I have no other will, and I do hereby declare that I am not making this will for the purpose of defrauding any person who may be entitled to my property, and I do hereby declare that I am not making this will and testament for the purpose of defrauding any person who may be entitled to my property.

Witness my hand and seal this [ ] day of [ ] 19[ ]

RONALD D. ARNOLD

MARY A. ARNOLD

I do hereby declare that my wife, [ ] and I are the only persons who are entitled to my property, and I do hereby declare that I am not making this will for the purpose of defrauding any person who may be entitled to my property, and I do hereby declare that I am not making this will and testament for the purpose of defrauding any person who may be entitled to my property.

JEANNE ARNOLD  
IDA ARNOLD  
MARY ARNOLD  
B. ARNOLD

Exhibit "A"

#### IV

I hereby nominate, constitute and appoint my **BETTE MARIE ARNOLD**, as **Personal Representative** of this, my Last Will and Testament, and direct that she shall be allowed to serve without the requirement of any bond whatsoever. If for any reason the said **BETTE MARIE ARNOLD** is unable or unavailable to serve as **Personal Representative** of this, my Last Will and Testament, then I hereby nominate, constitute and appoint **WILLIAM D. ARNOLD**, to serve as **Alternate Personal Representative** of this, my Last Will and Testament and direct that he shall serve without the requirement of bond.

#### V

Should any part, clause, provision or condition hereof be held to be void, invalid, and/or inoperative, it is intended that such invalidity shall not effect any other part, clause, provision, and/or condition hereof, but the remainder of this Will shall be effective as though such void clause, provision, and/or condition had not been contained herein.

#### VI

Should any doubt or obscurity arise from the interpretation of the language of this Will, the intent of the **Personal Representative** with respect thereto, the language employed in this Will is to be construed to the laws of the State of Idaho.

#### VII

I hereby give, devise and bequeath all of my real and personal, be it real, personal or mixed, of whatever nature or wheresoever situate, of which I may be entitled to share, I may be entitled, or in which I may be entitled, at the time of my death, to my wife, **BETTE MARIE ARNOLD**, and if she predecease me, then I hereby give, devise and bequeath all such property as set out herein:



to my son, all welding equipment, all  
engines, mechanical repairs, all  
tool boxes, hand tools, and all  
tools, but specifically excluded  
tools, garden tractors and other  
garden tools.

To my children, RONALD D. APPAR, and  
RAY A. SNIDER, share and share  
alike the right title and interest of the  
estate whatsoever, of which I am  
deceased, in the property known  
as Lot 2 of the first  
Block Home Tract, Valley Creek,  
near Warm Lake, Idaho, together  
with all fixtures thereon and all other  
things of whatever kind or nature.

To my children and to my estate  
the rest, residue and remainder of  
my share and share alike, of the  
estate, personal, or real, of which  
I am deceased, by whom I am  
deceased, sold, and the proceeds thereof  
to be divided equally among the children  
of my devise with a right of  
reversion of whatever nature or  
kind, and remainder, in my share,  
in case of refusal to divide, to be  
divided by the person or persons  
other than one child wishes to take  
any single item, the right to divide  
to be decided by lot, by any person or  
persons appointed by the Court of the

To my devisee elect to take the  
rest, residue or remainder of  
my share, they may do so by taking  
possession of their share of the  
estate, and have otherwise been  
the rest, residue or remainder of

To my children or devisee, if any  
children predecease me, my devisee  
shall be effective as to the  
estate.

#### VIII

To my devisee, to be by  
a promissory note or other  
written instrument.

#### X

I direct that my body and

my to be so.

with or without

then, it is, and

the same, the same



*Charles H. Smith*  
FRANCIS & TAYLOR

*[Handwritten signature]*

1000

10. The Testator, and his

March B. Vaughn and Thomas  
of the City of Albany

**Abstract**

United States Department of Agriculture  
Forest ServiceREQUEST FOR TERMINATION OF AND APPLICATION FOR SPECIAL USE PERMIT  
(Ref: FSM 2716)

This request is authorized by the Organic Act of June 4, 1897 for the purpose of evaluating the requested actions and no permit may be issued until this form is completed.

## PART I REQUEST FOR TERMINATION (To be completed by Permittee)

TO: FOREST SUPERVISOR Boise National Forest NATIONAL FOREST(WE), THE UNDERSIGNED PERMITTEES) UNDER THAT CERTAIN SPECIAL USE PERMIT, DATED February 29, 1956.AUTHORIZING ME (US) TO maintain a recreation residence at Paradise Valley  
summer home area HAVE

(CONVEYED ALL MY (OUR) RIGHT, TITLE, AND INTEREST IN AND TO THE IMPROVEMENTS LOCATED ON THE PARCEL COVERED BY SAID PERMIT.)

OR

~~YOUR NAME HERE AND YOUR ADDRESS HERE AND YOUR PHONE NUMBER HERE AND YOUR OCCUPATION HERE AND YOUR MARITAL STATUS HERE AND YOUR SOCIAL SECURITY NUMBER HERE AND YOUR DATE OF BIRTH HERE AND YOUR SIGNATURE HERE~~F. D. Arnold and Bette F. Arnold  
(NAME OR NAMES)Ed  
(ADDRESS)

ACCORDINGLY, I (WE) REQUEST THAT SAID SPECIAL USE PERMIT BE TERMINATED. THE REMAINING BALANCE OF ANY FEES PREVIOUSLY PAID SHOULD BE CREDITED TO THE APPLICANT NAMED BELOW.

DATE: January 6, 1983F. D. Arnold - see attached death cert.by Bette F. Arnold 1-6-83  
(SIGNATURES OF ALL PERMITTEES LISTED ON PERMIT)

\*STRIKE OUT INAPPLICABLE ALTERNATIVES

## PART II APPLICATION (To be completed by Applicant)

APPLICATION IS HEREBY MADE FOR A SPECIAL USE PERMIT TO COVER THE SAME PARCEL OF LAND COVERED BY THE PERMIT REFERRED TO IN THE ABOVE REQUEST, AND FOR THE SAME PURPOSE OF SAID PERMIT, SUBJECT, HOWEVER, TO SUCH NEW CONDITIONS AND STIPULATIONS AS THE CIRCUMSTANCES MAY WARRANT.

I (WE) ACKNOWLEDGE THAT WHEN A NEW PERMIT IS ISSUED, A TRANSFER FEE OF \$ 25.00 IS CHARGED. IT WILL BE INCLUDED IN THE INITIAL PAYMENT FOR THE NEW PERMIT.DATE: January 6, 1983Ronald D. or Dorothy A. ArnoldSteven J. or Mary A. Snider

(TYPE IN NAMES OF PROPOSED PERMITTEES)

By Steven J. Snider, Mary A. Snider (signature) Ronald D. Arnold, Dorothy A. Arnold (signature)  
Rt. 2 600 S. School St. Kuna, Id. 83634 (address) Ed (address)

(Over)

PS 2700-2a (8/81)

Please send all correspondence to Ronald D. Arnold  
4435 Cedarwood Dr.  
Meridian, Idaho 83642

Exhibit 'B'

## PART III - RANGER'S REPORT ON APPLICATION

1. IS SITE NEEDED FOR HIGHER USE? DESCRIBE TENURE RECOMMENDATION IF TERMINATION IS RECOMMENDED, ATTACH JUSTIFICATION PER FSM 2721.231.

No

2. WHAT IS THE CONDITION OF EXISTING IMPROVEMENTS?

Good

3. IS THE FEE FOR THE PERMIT APPROPRIATE? (Attach fee computation sheet if required)

Yes

4. IS THE PERMITTED AREA PROPERLY DESCRIBED? IF NOT, SHOW PROPER DESCRIPTION:

Yes

5. IS CURRENT MAP OF THE USE ATTACHED? No IS IT ADEQUATE? Yes IF NOT, EXPLAIN

6. DESCRIBE UNDESIRABLE SITUATIONS TO BE CORRECTED.

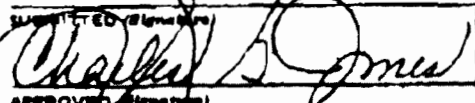
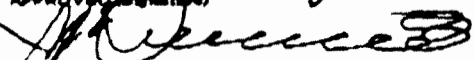
None - Complete construction of addition.

7. LIST MANDATORY AND SUGGESTED SPECIAL CLAUSES NOT PRINTED ON THE PERMIT FORM.

Same as existing permit, plus amendment.

REMARKS:

Recommend approval.

SUBMITTED (Signature) 	TITLE DISTRICT RANGER	RANGER DISTRICT <u>Cascade</u>	DATE <u>1/14/83</u>
APPROVED (Signature) 	TITLE FOREST SUPERVISOR	FOREST	DATE

NOV 2 1982

State of Idaho  
CERTIFICATE OF DEATHState File No. 1155  
Local Reg. No. 370  
Reg. Dist. No. 370TYPE  
PRINT  
IN  
PERMANENT  
INK

DECEDENT - NAME		Francis Doyle Arnold		SEX	Male	DATE OF DEATH	Oct. 24, 1982
RACE	White	AGE	59	DATE OF BIRTH	May 12, 1922	CITY	Ada
CITY/TOWN/LOCATION OF DEATH	Meridian		HOSPITAL OR OTHER INSTITUTION		4155 Castlewood Drive (at home)		IF HOSP OR INST
STATE OF BIRTH	Colorado	CITIZEN OF	U.S.A.	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED	Married	Bette States	HAS DECEDENT BEEN IN ARMED FORCES
SOCIAL SECURITY NUMBER	552-12-2593		USUAL OCCUPATION		Maintenance Man	KIND OF BUSINESS OR INDUSTRY	Associated Dairies
RESIDENCE - STATE	Idaho	COUNTY	Ada	CITY/TOWN/LOCATION	Meridian	STREET AND NUMBER	4155 Castlewood Drive
FATHER - NAME	William Arnold		BIRTHPLACE	Kansas	MOTHER - NAME	Marle Brookshire	BIRTHPLACE
INFORMANT - NAME	Mrs. Bette Arnold, wife		MAILING ADDRESS	4355 Castlewood Drive		Meridian	Idaho 83402
BURIAL, CREMATION, REMOVAL DATE	Burial Oct. 27, 1982		CEMETERY OR CREMATORY	Meridian Cemetery		Meridian	Idaho
WORTHYMAN	L. L. L. L.		NAME OF FACILITY	Chapel of the Chimes		105 E. Carlton	Meridian
I hereby certify that I attended the deceased from _____ to _____				I last saw the deceased alive on _____ To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated.			
DATE SIGNED				OCT 27 1982		HOUR OF DEATH	
NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER)				Michael Johnson, Ada County Coroner, 7000 Barrister Drive, Boise, Idaho 83720		DATE RECEIVED BY REGISTRAR	
IMMEDIATE CAUSE				Probable coronary infarction		Immediate	
DUE TO OR AS A CONSEQUENCE OF							
OTHER SIGNIFICANT CONDITIONS						AUTOPSY	
DATE OF INJURY				OCT 24 1982		HOUR OF INJURY	
PLACE OF INJURY				4155 Castlewood Drive		LOCALITY	

State of Idaho. . . . .  
County of Ada . . . . .

THIS IS TO CERTIFY That this is a certified copy of a certificate filed with the Department of Health and Welfare under Title 39, Idaho Code.

Cascade Ranger District  
Cascade, Idaho 83611

2720  
February 1, 1983

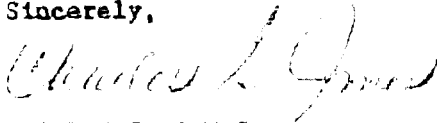
Mr. Ronald D. Arnold  
[REDACTED]  
[REDACTED]

Dear Mr. Arnold:

Enclosed are the original and duplicate copies of your recreation residence special use permit. Also enclosed is a bill for collection for [REDACTED] covering the transfer fee charge.

Please sign, date, and return both copies of the permit along with the remittance and white copy of the bill for collection to the Supervisor's Office, Boise National Forest, 1750 Front Street, Boise, Idaho 83702.

Sincerely,



CHARLES G. JONES  
District Ranger

Enclosures

cc: S.O. Resources

RLC:WJL/aj

Exh. 4. + "C"

**PERMIT TO USE NATIONAL FOREST LANDS  
FOR RECREATION RESIDENCE**

Act of March 4, 1915, as amended July 28, 1936  
(Rel. PSM 2710)

Section (16-17)	h. County (18-20)	k. Cord No. (21)
0 4	5 3 8 5	1 2 3
1 6	0 5	1

Ronald D. and Dorothy A. Arnold of 4435 Cedarwood Dr., Meridian, ID 83642  
(Name) (Post Office Address and Zip Code)

(hereafter called the permittee) is hereby authorized to use National Forest lands, for the construction and maintenance of a recreation residence for personal recreational use on the \_\_\_\_\_

Boise National Forest, subject to the provisions of this permit including items 22 through 46, on page(s) 3 through 5.

This permit covers 0.5 acres.

Described as: (1) Lot #2 of the Paradise Valley Summer Home tract,  
(A plat of which is on file in the office of the Forest Supervisor.)  
OR (2) \_\_\_\_\_ as shown on the attached map.  
(Legal Description)

The following improvements are authorized in addition to the residence structure:

Storage Shed

Construction or occupancy under this permit shall begin within N/A (Months) and construction shall be completed within N/A months. This use shall be exercised at least 90 days each year, unless otherwise authorized in writing. It shall not be used as a full time residence to the exclusion of a home elsewhere.

~~For this use, the permittee shall pay to the Forest Supervisor, U.S. Department of Agriculture, the amount of \$\_\_\_\_\_ per year, in advance, on or before the first day of the month of \_\_\_\_\_, for each year of the term of this permit. The amount of the fee shall be determined by the Forest Supervisor on the basis of the value of the use authorized by this permit. The fee shall be paid in advance, on or before the first day of the month of \_\_\_\_\_, for each year of the term of this permit. The amount of the fee shall be determined by the Forest Supervisor on the basis of the value of the use authorized by this permit.~~

~~The permittee shall be responsible for the payment of all taxes and charges on the land and improvements thereon. The permittee shall be responsible for the payment of all taxes and charges on the land and improvements thereon. The permittee shall be responsible for the payment of all taxes and charges on the land and improvements thereon.~~

This permit is accepted subject to all of its terms and conditions:

ACCEPTED	PERMITTEE'S NAME & SIGNATURE <u>Ronald D. Arnold</u> <u>Dorothy A. Arnold</u>		DATE <u>2/9/83</u>
	ISSUING OFFICER'S NAME & SIGNATURE <u>Rayne Swa</u>		TITLE <u>JOHN J. LAVIN</u> Forest Supervisor
APPROVED			DATE <u>2/15/83</u>



## GENERAL PROVISIONS

1. Nothing in this permit shall be construed to imply permission to build or maintain any improvement not specifically named on the face of this permit or approved by the Forest Service in the form of a new permit or permit amendment. Additional improvements requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mail boxes, newspaper boxes, boat houses, docks, pipelines, and television antennas.

2. Development plans, layout plans, construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be prepared by a licensed engineer, architect, and/or landscape architect (in those States in which such licensing is required) or other qualified individual acceptable to the issuing officer. Such plans must be approved in advance by the Forest Supervisor.

3. No soil, trees or other vegetation may be removed from the permitted area without first obtaining permission from the Forest Service. All timber cut, destroyed, or injured shall be paid for at current stumpage rates applicable to the sale by the Forest Service of similar timber in the National Forest.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Service.

5. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, state, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

6. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

7. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

8. Avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural phenomena in the forest present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and after securing permission from the Forest Service, to remove such hazards.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. Personal recreation use is defined as non-commercial use by the permittee, members of his immediate family, and guests.

11. The permittee shall protect the scenic and esthetic values of the area under permit and the adjacent land as far as possible consistent with the authorized use during construction, maintenance, and use of improvements thereon.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation.

But if the person to whom title to said improvements shall have transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by a permit to him if in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. This permit is subject to all valid claims.

14. This permit may be terminated upon breach of any of the conditions herein by the issuing officer provided the permittee has had a reasonable time-not to exceed ninety (90) days-within which to show cause why such termination should not be made.

15. Except as provided in Clause 16 below, upon abandonment, termination, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not release the permittee of liability for the cost of their removal and restoration of the site.

16. If during the term of this permit or any extension thereof the Secretary of Agriculture or any official of the Forest Service acting under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements and removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause; provided, if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount to be paid him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20-211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; provided further, That upon the payment to the permittee of 75 percent of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be subject to pending final decision on appeal.

17. The permittee may sublease the use of improvements covered under this permit; provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

18. This permit is for lot occupancy and does not provide for furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

19. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to benefit that may arise herefrom.

20. In case of change of address, the permittee shall immediately notify the Forest Supervisor.

21. In the event of any conflict between any of the printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

22. For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of two hundred dollars (\$200) from May 1, 1983 to April 30, 1984; and thereafter annually on May 1, two hundred dollars (\$200):

Provided, however, charges for this use shall be reviewed and, if necessary, adjusted as of and effective on January 1, 1987, and thereafter at the beginning of each 5-year period from that date, in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

23. (A-13) A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$15, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If a due date falls on a non-workday, the late payment charge will not apply until the end of the next workday.
24. (B-18) The permitted area will be maintained to present a clean, neat, and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of currently. Building materials, firewood, etc., will be neatly stacked.
25. (B-20) The permittee will dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, in the following manner, and shall guard the purity of streams and living waters: All refuse will be removed to designated areas.
26. (D-2) No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

27. (D-3) The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
28. (D-4) The permittee shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the permittee shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the permittee shall cause such official survey records as are affected to be amended as provided by law.

29. (D-14) All butane, propane, or other liquified-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the State.
30. (D-15) The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit.
31. (E-1) This permit is issued for the period ending December 31, 1993.
32. (F-2) All chimneys must be built from the ground up and all flues, from ceiling through roof, must be of black or galvanized stovepipe with riveted joints encased in terra-cotta pipe with permanently sealed joints through a roofjack; or of stone or brick lined with terra-cotta flue lining. Chimneys must extend at least one foot above the roof ridge.
33. (F-3) Stoves and open stovepipes shall be kept at least one foot away from wooden walls or ceilings. Wooden surfaces beneath or within one(1) foot of stoves or stovepipes shall be protected with asbestos board or other suitable insulation.
34. (F-4) Open fireplaces shall be equipped with spark screens.
35. (F-5) All electrical equipment and facilities installed and operated shall conform to the National Electric Code and the equipment must have been approved by the American Insurance Association.
36. (F-6) The roof shall be kept reasonably clear of leaves, twigs, and other debris.
37. (F-7) The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor.
38. (F-19) Fires will not be built outside the designated areas without the specific approval of the Forest Service.
39. (F-25) No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon.
40. (H-1) No fences shall be erected upon the premises, except by written permission of the Forest Supervisor.
41. (H-3) All fences constructed under this permit will be attached to posts and in no case will the fence wire be fastened to live trees.

42. (X-7) No animals or fowl, other than household pets, shall be kept upon the premises.
43. (X-18) This permit supersedes a special-use permit designated: Arnold, F.D., recreation residence, dated February 14, 1978.
44. (X-28) The permittee shall restrict all parking to areas approved by the Forest Service.
45. (X-29) No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.
46. (X-40) Disorderly or otherwise objectionable conduct by the permittee or those occupying the premises with his permission shall upon proof thereof, be cause for termination of this permit.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

Cascade Ranger District  
Cascade, Idaho 83611

2720  
February 7, 1983



Mr. Ronald Arnold  
4435 Cedarwood Drive  
Meridian, ID 83642

Dear Mr. Arnold:

I have not been able to contact you by phone so I thought I had better write and let you know why the permit only had your name on it.

In the past the policy concerning having more than one person on a permit has been rather vague.

New direction states, "A special use permit naming more than one person or legal entity will not be issued except where requested by a husband and wife."

Perhaps you can solve the problem with some type of legal document which shows that more than one person has an interest in the cabin.

You can line out the storage shed on the permit before you return it to the Forest Supervisor.

If you still have questions about the permit, give me a call.

Sincerely,

*Charles G. Jones*

CHARLES G. JONES  
District Ranger

STEVEN J. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-15171241  
5016235408

2948

DATE 11/27/98

MY FAVORITE  
PAY TO THE ORDER OF Ron Arnold \$107.69  
Mary A. Snider  
00000010769

Exhibit "E"

STEVEN J. SNIDER OR MARY A. SNIDER

3599

DATE 11/26/99

*Ron Arnold*  
*One hundred and 24/100* \$106.91

FAIRBANKS & MERCHANTS STATE BANK



*Robin Jaxen*  
*Mary A. Snider*  
1:124101513:3599 5016235406 00000010691

STEVEN J. SNIDER OR MARY A. SNIDER

3517

DATE 10/8/97

*Ron Arnold*  
*Twenty-four and 2/100* \$74.00

FAIRBANKS & MERCHANTS STATE BANK



*Robin Jaxen*  
*Mary A. Snider*  
1:124101513:3517 5016235406 00000007400

STEVEN J. SNIDER OR MARY A. SNIDER

3310

DATE 11/24/97

*Ron Arnold*  
*Fifty four and 2/100* \$54.21

FAIRBANKS & MERCHANTS STATE BANK



*Robin Jaxen*  
*Mary A. Snider*

STEVEN J. SNIDER  
600 S. SCHOOL ST. P.O. BOX 1111  
KUNA, ID 83634

92-1517-281  
5016235406

3155

DATE 3/20/99

\$210.00

*Ron Arnold*  
*Two hundred and 2/100*



*Robin Jaxen*  
*Mary A. Snider*  
1:124101513:3155 5016235406 00000021000

"000? 750000"

**THE**  
*News*  
**ROBERT A. MERRICK'S STATE BANK**  
**1001 N. 1ST ST.**  
**MINNEAPOLIS, MINN.**  
**ESTABLISHED 1863**

2  
BM 034

[illegible]

3775  
32-61772  
574276106  
DATE 3/22/00

STEVEN J. SNIDER OF MARY A. SNIDER  
1012 S. 1000 ST. PH. 922-1111  
DUL. ID 82669

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. 5TH AVE. ST. PH. 922-1111  
KUNA. ID 83634

2015-2016

3918

DATE 7/7/00

\$ 97.20

ROLLAND TH

DATE 4/7/00 \$97.20  
DOLLARS 00  
MEMO: *Take - Baker*  
*Mary A. Baker*

1:1241015131:3918 501623540611

0000009920



STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH 922-1111  
KUNA, ID 83634

20-117-24  
2117245-7

3798.

DATE 4/1/00

\$ 45.12

606 LLAKS  

One hundred fifty-five <sup>13</sup> 100 DOLLARS

**FRANK** **FRANKS & MERCHANTS, INC.**  
 (MEMBER OF THE FRANKS GROUP)  
 P.O. BOX 228  
 MEDFORD, IDAHO 83403-0228  
 (208) 658-0818

MEMO Labrador

12410151313798 5016235406"

000000 165 24

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S SCHOOL ST PH. 922 1111  
KUNA, ID 83634

12-15 / 128  
50102546

4263

12/08/00

§ 14.3

DOLLARS 

*Kane Hundred* \$145  
*One Hundred forty-eight m/c.*



**FARMERS & MERCHANTS**  
 REGIONAL OFFICE  
 P.O. BOX 320  
 MERIDIAN, IDAHO 83402-0320  
 TEL: 208/278-5919

May 14. 2

Mary A. Snider.



STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-15171241  
5016235406

4360

DATE 2/15/01

PAY TO THE  
ORDER OF

Ron Arnold

\$210.<sup>00</sup>

Two hundred ten & <sup>00</sup>/<sub>100</sub>

DOLLARS



FARMERS & MERCHANTS

MERIDIAN OFFICE  
P.O. BOX 328  
MERIDIAN, IDAHO 83680-0328  
TELEBANK (208) 888-8819

STATE BANK

MEMO

Cabin

Mary A. Snider

⑆124101513⑆4360 5016235406⑈

⑈0000021000⑈

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. Ph. 922-1111  
KUNA, ID 83634

92-15171241  
5016235406

4428

DATE 2/15/01

PAY TO THE  
ORDER OF

Ron Arnold

\$188.<sup>00</sup>

One hundred eighty eight & <sup>00</sup>/<sub>100</sub>

DOLLARS



FARMERS & MERCHANTS

MERIDIAN OFFICE  
P.O. BOX 328  
MERIDIAN, IDAHO 83680-0328  
TELEBANK (208) 888-8819

STATE BANK

MEMO

Cabin

Mary A. Snider

⑆124101513⑆4428 5016235406⑈

⑈0000016884⑈

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PH. 922-1111  
KUNA, ID 83634

92-15171241  
5016235406

4383

DATE 3/10/01

PAY TO THE  
ORDER OF

Ron Arnold

\$138.<sup>00</sup>

One hundred thirty eight

DOLLARS



FARMERS & MERCHANTS

MERIDIAN OFFICE  
P.O. BOX 328  
MERIDIAN, IDAHO 83680-0328  
TELEBANK (208) 888-8819

STATE BANK

MEMO

Cabin

Mary A. Snider

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PM. 922-1111  
KING, ID 83624

92-15171241  
501625406

5018

DATE 12/17/02

PAY TO THE  
ORDER OF

Ron Arnold

\$130.00

One hundred thirty and 00/100

FARMERS & MERCHANTS

MEMO Cash

Mary A. Snider

⑆24⑆0⑆5⑆3⑆5018 5016235406⑆

⑈0000013028⑈

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PM. 922-1111  
KING, ID 83624

92-15171241  
501625406

5543

DATE 12/01/02

PAY TO THE  
ORDER OF

Ron Arnold

\$256.00

Two hundred fifty six and 00/100

FARMERS & MERCHANTS

MEMO Cash

Mary A. Snider

⑆24⑆0⑆5⑆3⑆5543 5016235406⑆

⑈0000025605⑈

STEVEN J. SNIDER OR MARY A. SNIDER  
600 S. SCHOOL ST. PM. 922-1111  
KING, ID 83624

92-15171241  
501625406

5243

DATE 12/17/02

PAY TO THE  
ORDER OF

Ron Arnold

\$122.00

One hundred twenty two and 00/100

FARMERS & MERCHANTS

MEMO Cash

Mary A. Snider

⑆24⑆0⑆5⑆3⑆5243 5016235406⑆

⑈0000012200⑈

0431  
01/16/2008 8431 \$140.00

Pay to the Order of Ron Arnold  
One hundred forty & 00/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

7930  
03/12/2007 7936 \$184.14

Pay to the Order of Ron Arnold  
One hundred eighty four & 14/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

8185  
08/09/2007 8185 \$433.00

Pay to the Order of Ron Arnold  
Four hundred thirty three & 00/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

8926  
12/22/2008 8926 \$226.00

Pay to the Order of Ron Arnold  
Two hundred twenty six & 00/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

8576  
05/07/2008 8576 \$210.00

Pay to the Order of Ron Arnold  
Two hundred ten & 00/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

04/30/2008 8563 \$153.00

Pay to the Order of Ron Arnold  
One hundred fifty three & 00/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

5-2-03  
01/18/00  
01/16/2008 8431 \$140.00

Pay to the Order of Ron Arnold  
One hundred eighty four & 14/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

5794  
4-22-03  
04/30/2003 5794 \$174.36

Pay to the Order of Ron Arnold  
One hundred seventy four & 36/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

ACCOUNT: 5016235406

5942  
11/28/03  
11/28/2003 5942 \$320.06

Pay to the Order of Ron Arnold  
Three hundred twenty & 06/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

7586  
4/10/06  
04/10/2006 7586 \$120.00

Pay to the Order of Ron Arnold  
One hundred twenty & 00/100  
FARMERS & MERCHANTS  
For Cash  
CASHIER'S CHECK  
CASHIER'S CHECK NO. 5016235406

Mary A. Snider

**DO NOT USE FOR REORDERING PURPOSES**

Protect Your Duplicate Checks Here and Duplicate Checks in Your Check Book

☒ **Track your expenses...**

- ☐ Housing    ☐ Food    ☐ Transportation  
☐ Credit Card    ☐ Utilities    ☐ Mortgage  
☐ Entertainment    ☐ Insurance    ☐ Other

☐ TAX DEDUCTIBLE ITEM

7478

*Handwritten:* 8401 10/10/05  
 ...  
 ...  
 ...

BALANCE FORWARD	
THIS ITEM	222
SAVINGS	
DEPOSIT	
OTHER	
PAID TO	
PAID TO	

NOT NEGOTIABLE

**DO NOT USE FOR REORDERING PURPOSES**

Protect Your Duplicate Checks Here and Duplicate Checks in Your Check Book

☒ **Track your expenses...**

- ☐ Housing    ☐ Food    ☐ Transportation  
☐ Credit Card    ☐ Utilities    ☐ Mortgage  
☐ Entertainment    ☐ Insurance    ☐ Other

☐ TAX DEDUCTIBLE ITEM

7554

BALANCE FORWARD	
THIS ITEM	
BALANCE	
SAVINGS	
OTHER	
PAID TO	
PAID TO	

NOT NEGOTIABLE

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



P.O. BOX 570  
MERIDIAN, IDAHO 83680-0570  
PHONE (208) 684-0150

## OFFICIAL CHECK

83-541  
820

NO. 638376

Capital Educators  
Federal Credit Union

08/12/2009

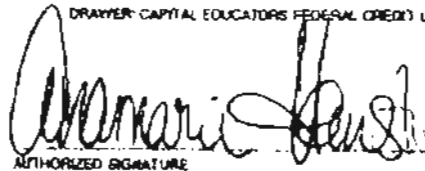
ISSUED BY: MCKEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 8476, MINNEAPOLIS, MN 55480  
DRAWEE: FIRST INTERSTATE BANK  
BILLING, WI

\$600.00

Pay \*\*\* SIX HUNDRED DOLLARS AND 00 CENTS \*\*\*

DRAWER: CAPITAL EDUCATORS FEDERAL CREDIT UNION

RON ARNOLD  
RE: MARY SHIDEF  
CARIN, LEASE, TAXES, INSUR., AND  
POWER: 2009

  
AUTHORIZED SIGNATURE

12 00638376

TO  
THE  
OWNER  
OF

⑈638376⑈ ⑈0920054⑈⑈0⑈600⑈686276⑈⑈



Steven J. Snider or Mary A. Snider  
6110 S. School St. #90 902-7111  
Knapall, ID 83654

9736  
99-802 1232 PG

6/8/10

Pay to the  
Order of

Ron Arnold

\$ 600.00

Six hundred and no/100

Dollars

BANK OF THE  
CASCADIES

PRESTIGE CHECKING

for labor 2010

Mary A. Snider

⑆ 23205024⑆9736 5066235406⑆

June 23, 2010

Sniders:

We are not accepting your contribution for cabin expenses.

Ron Arnold

Ron Arnold

CONCERNING CABIN AND PROPERTY AT  
103 PARADISE VALLEY RD, LOT 2, WARM LAKE, IDAHO

I, Bette F. Arnold, sign over and relinquish all ownership and interest of all structures and buildings at 103 Paradise Valley Rd., lot #2, Warm Lake, Idaho, to Ronald D. Arnold, who is legal lease holder of the property.

This transfer is in agreement with the intentions of my late husband, Francis Doyle Arnold. Further, his intent was that the cabin and property be shared with Mary A. Snider (sister of Ronald D. Arnold).

Signature Bette F. Arnold  
Bette F. Arnold  
Date June 9, 05  
Witness James Viggate

NOTARY:

JURAT

State of Id  
County of Ada

Subscribed and sworn/affirmed to before me this 9 day of June  
2005, by Bette F Arnold

James S Austin  
Notary Public

My Commission Expires 7-28-2005

10 x 4 1/2" x 15"

CASCADE RANGER DISTRICT  
Cascade, Idaho 83611

2720

January 25, 1977

Mr. F.D. Arnold  
[REDACTED]  
[REDACTED]

Dear Mr. Arnold:

We are reviewing your Special Use Permit for your summer home, Lot #2, in the Paradise Valley Summer Home area. In accordance with present Forest Service policy your permit should be up-dated and changed to a term permit. These term permits are usually for a twenty year term, but with all summer homes in a single summer home area with the same termination date.

When your permit is up-dated and changed to a term permit it will have a termination date of December 31, 1989. This date is similar to all other Warm Lake Summer Home users. This does not mean you will be terminated at that time - new permits will be issued. The Forest Service will need to give a ten year notice before any permits will be terminated. At this time we see no reason to discontinue any of the recreation residences in the Paradise Valley area.

On August 14, 1974 a Mr. Ronald D. Arnold phoned asking about the transfer of ownership of your cabin, at that time four copies of form 2700-3a, Request for Termination of and Application for Special Use Permit was sent to him. To date we have not received these forms back.

If you are still thinking of transferring the ownership of the cabin, now would be the best time - while we are up-dating your permit.

If you need any new forms or have any questions please feel free to call or write us at any time. I would like to know if you have any objections to us up-dating your Special Use Permit.

Sincerely,

*Paul Simpson*  
PAUL SIMPSON  
District Forest Ranger

BS/gr  
cc: S.O.

E 467 G



CASCADE RANGER DISTRICT  
Cascade, Idaho 83611

2720

February 11, 1977

Mr. F.D. Arnold  
[REDACTED]  
[REDACTED]

Dear Mr. Arnold:

Enclosed are four copies of form 2700-3a, Request for Termination of and Application for Special Use Permit, as requested by telephone February 10, 1977, by Ron Arnold.

You should, along with your son Ron, fill out Part I and Part II. The Forest Service will complete Part III. After completion of these forms please submit all four copies to Ranger Val Simpson, Cascade Ranger District, Cascade, Idaho 83611.

Should you have any further questions regarding this matter, please contact us in Cascade.

Sincerely,

*Val Simpson*  
G. VAL SIMPSON  
District Forest Ranger

Enclosures

cc: S.O.  
JBS/gr

March 10, 1977

Mr. Val Simpson  
District Forest Ranger Office  
Cascade, Idaho 83611

Dear Mr. Simpson:

In reference to your letter of Jan. 25, 1977, I would like to have the updated special use permit sent to me for my inspection. At this point, I see no objection for updating the permit in accordance with other users of the Warm Lake area.

We have decided that there will not be a transfer of ownership of our cabin to Ronald D. Arnold. Our plan is to include that transfer via the drawing of Will.

Sincerely,

*F. D. Arnold*  
F. D. Arnold